



Land-Based Operations
Licensing and Regulatory Group
**Gaming Licensing and Development
Department**

IMPLEMENTING RULES AND GUIDELINES FOR FOUNDATIONS

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EXECUTIVE SUMMARY

The Implementing Rules and Guidelines for Foundations (IRG) of the Gaming Licensing and Development Department (GLDD) serves as a comprehensive guide to GLDD's regulatory functions and operational procedures relative to Licensees' Foundations.

This document is designed to guide the Foundations in their various initiatives, from approval of project concept, project implementation, up to its completion.

GLDD is committed to continuous improvement of its procedures through ongoing assessment and adaptation by way of regular reviews to ensure alignment and responsiveness to changing Foundations' and community needs.

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DEFINITION OF TERMS

- **Administrative Expenses** – refer to the costs associated with managing and overseeing the project's operations.
- **Air Pollution** – refers to the release of pollutants into the air that are detrimental to human health and the planet as a whole¹.
- **Biodiversity Loss** – refers to the decline or disappearance of biological diversity, understood as the variety of living things that inhabit the planet, its different levels or biological organization and their respective genetic variability, as well as the natural patterns present in ecosystem².
- **Board** – refers to PAGCOR Board of Directors.
- **Calamity** – refers to a state of extreme distress or misfortune, produced by some adverse circumstance or event or any great misfortune or cause or loss or misery caused by natural forces³.
- **Climate Change** – refers to the long-term changes in the Earth's climate that are warming the atmosphere, ocean and land⁴.
- **Conservation** – refers to all processes and measures for maintaining the cultural significance of a cultural property, including but not limited to, preservation, restoration, reconstruction, protection, adaptation, or any combination thereof⁵.
- **Cultural Heritage** – refers to the totality of cultural property that has been preserved and developed over time and passed on to future generations⁶.
- **Digital Heritage** – a new concept that has emerged in the digital age. It refers to unique resources and information of long-term value and importance produced by digital means.

¹ Air Pollution as defined by the World Health Organization (WHO)

² "Biodiversity loss, a risk for the environment and for humanity"; www.iberdrola.com

³ Section 1 of Republic Act No. 8185

⁴ Global Warming vs Climate Change of The Climate Dictionary: An everyday guide to climate change

⁵ Section 3(j), Article II of Republic Act No. 11961

⁶ Section 3(n), Article II of Republic Act No. 11961

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Digital heritage not only includes the three traditional aspects of cultural heritage – collection and documentation, research and information management, presentation and interpretation but also the creation and use of digital content. Digital technologies can also be harnessed for documenting, transmitting and revitalizing intangible cultural heritage.

- **Deforestation** – refers to the decrease in forest areas across the world that are lost for other uses such as agricultural croplands, urbanization, or mining activities⁷.
- **Disaster** – a serious disruption of the functioning of a community or a society involving widespread human, material, economic or environmental losses and impacts, which exceeds the ability of the affected community or society to cope using its own resources⁸.
- **Education** – the process of acquiring knowledge, skills, values, and attitudes through various forms of learning. It is the systematic and intentional process of facilitating learning and development, typically through formal institutions such as schools, colleges, and universities, but also through informal channels such as family, community, and workplace settings⁹.
- **Emergency** – refers to unforeseen or sudden occurrence, especially danger, demanding immediate action¹⁰.
- **Energy Usage** – means the consumption of electricity and natural gas¹¹.
- **Environment** – understood to encompass the natural and built environment, sociological and economic aspects of environmental issues, and political dimension of environmental protection¹².
- **Flooding** – refers to an abnormal progressive rise in the water level of a stream that may result in the overflowing by the water of the normal confines of the stream with the subsequent inundation of areas which are not normally submerged¹³.

⁷ <https://youmatter.world/en/definitions/definitions-what-is-definition-deforestation-causes-effects/>

⁸ Section 3(h) of Republic Act No. 10121, also known as the "Philippine Disaster Risk Reduction and Management Act of 2010"

⁹ Verma, A., Doharey, R.K., Yadav, V., & Verma, K. (2023). *Agriculture Extension Education* (pp. 1-6), S.R. Scientific Publication

¹⁰ Section 3(r) of Republic Act No. 10121, also known as the "Philippine Disaster Risk Reduction and Management Act of 2010"

¹¹ <https://www.lawinsider.com/dictionary/energy-usage>

¹² UN Environmental Strategy for environmental education and training – United Nations Environment Programs (UNEP)

¹³ <https://www.pagasa.dost.gov.ph/learning-tools/floods>

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- **Foundation** – refers to a non-stock, non-profit corporation established for the purpose of extending grants or endowments to support its goals or raising funds to accomplish charitable, religious, educational, athletic, cultural, literary, scientific, social welfare or other similar objectives.¹⁴ This also refers to the beneficiary foundation created and established by the Licensee as required under the Provisional License issued by PAGCOR.
- **Gender and Development (GAD) Program** – refers to the development perspective and process that is participatory and empowering, equitable, sustainable, free from violence, respectful of human rights, supportive of self-determination and actualization of human potentials¹⁵. It seeks to achieve gender equality as a fundamental value that should be reflected in development choices.
- **Gross Gaming Revenues (GGR)** – means the total of all sums, including cheques and other negotiable instruments, whether collected or not, that is received in any month from the conduct of gaming, less the total of all sums paid out as winnings to casino players during that month in respect of gaming¹⁶.
- **Health** – refers to a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity.¹⁷
- **Marine Pollution** – the introduction by man, directly or indirectly, of substances or energy into the marine environment which results or is likely to result in such deleterious effects as harm to living resources and marine life¹⁸.
- **Non-Stock Corporation** – Pursuant to the Revised Corporation Code of the Philippines and subject to its provisions on dissolution, a non-stock corporation is one where no part of its income is distributable as dividends to its members, trustees, or officers; Provided, That any profit which a non-stock corporation may obtain incidental to its operations shall, whenever necessary or proper, be used for the furtherance of the purpose or purposes for which the corporation was organized, subject to the provisions of the Code.¹⁹

¹⁴ Section 1 of SEC Memorandum Circular No. 8 Series of 2006

¹⁵ Republic Act No. 9710 (Magna Carta of Women)

¹⁶ Definition based on the Casino Regulatory Manual

¹⁷ Health as defined by the World Health Organization (WHO)

¹⁸ What is Marine Pollution by OneOcean, <https://www.oceanprotect.org/resources/issue-briefs/marine-pollution/>

¹⁹ Section 86 of the Revised Corporation Code of the Philippines

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- **PAGCOR** – refers to the Philippine Amusement and Gaming Corporation
- **Plastic Pollution** – refers to the accumulation of plastic waste in natural ecosystems, its detrimental effects on marine life, human health, and the planet at large are undeniable²⁰.
- **Restoration** – refers to the action taken or the technical intervention to correct deterioration and alterations²¹.
- **Rules** – refers to these Implementing Rules and Guidelines.
- **Sport** – a human activity involving physical exertion and skill as the primary focus of the activity, with elements of competition or social participation where rules and patterns of behaviour governing the activity exist formally through organizations and is generally recognised as a sport²².
- **Tangible Cultural Property** – refers to a cultural property with historical, archival, anthropological, archaeological, artistic and architectural value, and with exceptional or traditional production, whether of Philippine origin or not, including antiques and natural history specimens with significant value²³.
- **Utilization** – refers to how effectively and efficiently administrative resources and expenditures are used to support the project's objectives. It involves assessing whether the allocated funds for administrative purposes are being applied in a way that maximizes their value and contributes to the overall success of the project.
- **Water Pollution** – is defined as the phenomenon of contamination of water sources by various unwanted and undesirable substances termed as pollutants such as chemical compounds, pathogens, organic and inorganic substances, heat, trash, radioactive materials, etc., rendering the water unfit for consumption, as a result, it has a detrimental impact on human and environmental health²⁴.

²⁰ <https://plasticbank.com/blog/plastic-pollution-definition/>

²¹ Section 3(hh), Article II of the Republic Act No. 10066

²² <https://www.clearinghouseforsport.gov.au/kb/what-is-sport>

²³ Section 3(ii), Article II of the Republic Act No. 10066

²⁴ <https://www.sciencedirect.com/topics/earth-and-planetary-sciences/water-pollution>

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- **Waste Management** – refers to the processes involved in managing waste from cradle to grave. This includes the collection, transportation, disposal/recycling and monitoring of waste materials produced as a result of human activity²⁵.
- **Wellness** – refers to the state of living a healthy lifestyle which aims to enhance a person's well-being.²⁶

PART I. GENERAL PROVISIONS

Section 1. *Title.* – These Rules will be known and referred to as the "Implementing Rules and Guidelines for Foundations."

Section 2. *Purpose.* – These Rules are promulgated to prescribe the procedures and guidelines for creation and operation of the Foundation and define the powers and functions of PAGCOR and the Foundation.

Section 3. *Construction.* – These Rules will be liberally understood to carry out the policy of adopting an accurate, systematic and comprehensive creation, and operation of the Foundation.

Section 4. *Declaration of Policy.* – It is the policy of PAGCOR to adopt an accurate, systematic, and comprehensive creation and operation rules and guidelines, which will:

- Enhance the value of the Foundation as well as PAGCOR's corporate social responsibility;
- Concretize creation of the Foundation through its incorporation with the Securities and Exchange Commission (SEC);
- Assist the Foundation in conforming with the original terms and conditions of the Provisional License and these Rules; and
- Regulate utilization of the Foundation funds.

²⁵ <https://www.recyclingbristol.com/waste-management-everything-you-need-to-know-about-waste-management/>

²⁶ Online post by Koshal (a graduate in Language Studies with master's degree in Linguistics), March 12, 2011, DifferenceBetween.com

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PART II. POWER OF THE PARTIES

RULE 1. PAGCOR BOARD OF DIRECTORS

Section 1. *Board of Directors.* The powers of PAGCOR will be vested and exercised by its Board of Directors.

All major substantial, procedural and operational matters affecting the creation and operation of the Foundation, with the effect of amending these Rules will be effective only upon prior approval of the Board of Directors.

RULE 2. THE FOUNDATION

The powers of the Foundation will be vested and be exercised by its Board of Trustees. The qualifications of the trustees are in the By-laws.

PART III. GUIDELINES FOR CREATION AND OPERATION OF THE FOUNDATION

RULE 1. CREATION

Section 1. *Foundation.* – The foundation to be established by the licensee should be incorporated as a non-stock corporation and registered with the Securities and Exchange Commission (SEC) of the Philippines.

Section 2. *Incorporation.* – Incorporation will be done by the licensee holding a duly issued Provisional License from PAGCOR.

Section 3. *SEC Requirements for Registration.* – In order to be duly incorporated, the licensee will submit to SEC the following basic requirements²⁷:

1. Cover Sheet
 2. Articles of Incorporation
 3. By-laws
- Additional Requirements
1. Endorsement/clearance from other government agencies, if applicable
 2. For Foundations: Notarized certificate of bank deposit of the contribution which

²⁷ SEC Documentary Requirements for Non-Stock Corporation; www.sec.gov.ph/wp-content/uploads/2024/03/2024Forms_As-of-March-7-2024-PR-DocumentaryRequirement-NonStockCorp.pdf

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shall not be less than P1,000,000.00 and statement of willingness to allow the Commission to conduct an audit

RULE 2. OPERATION

Section 1. *Main Source of Funds.* The main source of fund will be the casino being operated by the Licensee where two percent (2%) of the total Gross Gaming Revenues (GGR) generated from non-junket tables will be set aside for the operation of the Foundation. Monthly remittance will be made on or before the 10th day of the following month. Said monthly remittance shall be deposited in the bank account of the Foundation.

Section 2. *Other Sources of Funds.* The Foundation shall be allowed to, on its own, generate and receive funds from other sources from time to time, in the form of contributions, donations and endowments from persons, partnerships, corporations and other entities and supporters thereof, whether domestic, foreign and such property as may be acquired by the Foundation by deed, grant, device, bequest or gifts. Such funds shall be deposited in a separate bank account and shall not be subject to the monitoring, control and approval of PAGCOR. It shall be kept distinct and separate from funds set aside from gaming revenue and shall be exempt from the reportorial requirements mentioned in Part IV, Section 3 (Monthly Submission) of these Rules.

However, the documentation relative to the use of such funds shall be in compliance with the provisions of the Anti-Money Laundering Law, rules and regulations to avoid inappropriate use of the Foundation's juridical personality.

Section 3. *Disbursements.* Withdrawal of foundation funds accumulated from gaming revenues will be made through issuance of checks duly signed by the Treasurer and countersigned by the President of the Foundation. In the alternative, the Board of Trustees may designate other signatories. No withdrawal will be authorized except for the amount stated in the Authority to Proceed (ATP) issued by PAGCOR for a specific project.

Section 4. *Utilization of Funds.* The following will govern the usage of funds of the Foundation:

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A. Funds of the foundation may be used for the following, among other related activities:

1. CULTURAL HERITAGE AND ENVIRONMENT

a. Cultural Heritage

- i. Protection, promotion, conservation, restoration, renovation, revitalization and sustaining of Cultural Heritage sites in the Philippines;
- ii. Preservation of cultural heritage into Digital Heritage using digital technology;
- iii. Sponsorship of Cultural and Art Events through local arts festivals, performances or exhibitions to promote cultural enrichment and community engagement; and
- iv. Other cultural heritage-related projects or funding programs for purposes of sustaining historical continuity to ensure that historical narratives, traditions, and significant cultural milestones are preserved, allowing future generations to learn from the past. Overall, these efforts contribute to a richer, more inclusive global cultural landscape.

b. Environment

- i. Key environmental concerns that may be addressed include:
 - Climate Change
 - Biodiversity Loss
 - Air Pollution
 - Ocean Health
 - Water Pollution
 - Marine Pollution
 - Flooding
 - Energy Use
 - Deforestation
 - Plastic Pollution
 - Waste Management
 - Calamities and Disasters
- ii. Sponsorship of local events to improve the aesthetic and cleanliness

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of public spaces;

- iii. Sponsorship of Sustainable-Living projects like solar panel installations, water conservation systems, or eco-friendly building practices to promote sustainability;
- iv. Addressing concerns about animal welfare and livestock; and
- v. Other environment-related concerns or funding programs for purposes of sustainability, promotion, preservation and development to ensure that natural resources are available for future generations and that eco-systems remain balanced and healthy.

2. EDUCATION

- i. In the field of Education, several impactful initiatives can be undertaken to uplift the following areas involving Philippine Education System. These include:
 - Early Childhood Care and Development Programs, Basic Education, Technical-Vocational Courses and Tertiary-Level Education;
 - Alternative Learning System to provide out-of-school children, youth and adults population with basic education;
 - Culture-responsive basic education to Indigenous Peoples' communities and learners;
 - School-Based Feeding Programs;
 - Special Education Program; and
 - Provision of school buildings and facilities
- ii. Establishing or enhancing community libraries, or digital resources centers to provide access to learning materials;
- iii. Setting up scholarships or grants to support students in need of financial assistance for their education;
- iv. Technology integration by implementing technology in classrooms, such as educational software or online learning platforms to enhance the learning experience;
- v. Sponsorship of Community Learning Events through organization of community events like science fairs, reading programs, or educational talks to promote lifelong learning and engagement; and
- vi. Other education-related projects or funding programs for purposes of

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providing equity and access to ensure that all individuals have equal opportunities to quality education, regardless of their background or social/economic status, and to build a foundation for future generations by investing in the education and development of young people who will shape the future of society.

3. HEALTH/WELLNESS AND SPORTS DEVELOPMENT

a. Health

- i. Provision of quality healthcare services and overall public health infrastructure and medical assistance to uplift communities;
- ii. Enhancement of the management and prevention of chronic diseases;
- iii. Training for healthcare workforce;
- iv. Leveraging new technologies and innovations to improve healthcare services; and
- v. Other health-related concerns or funding programs for purposes of improving overall well-being, reduce disease prevalence, and enhance quality of life.

b. Wellness

Addressing wellness involves a holistic approach to physical, mental, and social well-being. Key issues to address include the following:

- i. Improving access to mental health care, physical health, reducing stigma, and emotional balance;
- ii. Establishing, renovating, and upgrading of rehabilitation centers to prevent and treat gambling/gaming addiction through education, support systems, and effective treatment options; and
- iii. Other wellness-related concerns and/or funding programs for purposes of enhancing quality of life, prevent illness and encouraging healthy lifestyles and behaviors.

c. Sports Development

The Foundation may propose projects that can support the following programs:

- i. Youth Sports Development Programs aimed at introducing and nurturing young athletes in various sports, focusing on skills development, physical

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fitness and sportsmanship;

- ii. Athlete Development Programs for talented athletes to receive advanced coaching, training, and support to reach high levels of competition;
- iii. Coaching Certification Programs designed for coaches to enhance their skills in developing athletes and managing teams effectively;
- iv. Sports Infrastructure Development aimed at building or upgrading sports facilities such as gymnasiums, stadiums and training centers; and
- v. Other sports-related concerns and/or funding programs for purposes of promoting sports participation and development across different demographics.

- B. The budget allocation for the three (3) focus areas, based on the monthly remittances shall be computed as follows:

Cultural Heritage and Environment	25%
Education	35%
Health/Wellness and Sports Development	40%

A semi-annual report shall be submitted by the Foundation to PAGCOR every 10th of July of the current year and 10th of January of the succeeding year indicating the status of all ongoing projects approved by PAGCOR together with corresponding photographs and/or other proof of project implementation. The said semi-annual reports shall be subject to verification of actual projects by authorized GLDD representatives.

- C. The annual administrative expenses of the Foundation shall not exceed Ten Million Pesos (Php10,000,000.00) or thirty percent (30%) of the total donations and gifts for the taxable year, whichever is lower, and shall not be subject to prior approval of PAGCOR before utilization, however, should be reflected in the annual financial statements.
- D. As a non-stock corporation, no part of the asset, property or income which the Foundation may obtain as an incident to its operation shall be distributed as dividends to its members, trustees or officers subject to the provision of the Revised Corporation Code on dissolution or shall inure to the benefit of any member,

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officer, organizer or any individual person.

- E. Trustees shall not receive any compensation nor any type of remuneration in cash or in kind for their services rendered as members of the Board of Trustees.
- F. Any profit obtained by the Foundation as a result of its operation, whenever necessary or proper shall be used for the furtherance of the purposes of the Foundation as enumerated in the Articles of Incorporation, subject to the provision of the Revised Corporation Code of the Philippines.
- G. No profits, dividends and/or income in cash or in kind shall be distributed by the Board of Trustees nor inure to the benefit of any of its officers or members, organizer or any individual person, nor shall any individual member be entitled to any of the real or personal properties of the Foundation or a portion thereof, nor may any member, upon separation from the Foundation for any reason whatsoever, make a claim, demand for or receive any monies or properties for services rendered, funds, or property contributed to the Foundation.

Other Provisions:

- H. Partners in a proposed project may include a government agency/instrumentality, a duly-SEC registered non-government/non-profit organization, another duly-SEC registered foundation, academe or a private entity whose primary purpose is related to the project.
- I. The Foundation may be allowed to propose or undertake a particular project, even if the project site is located in another region or locality in the Philippines.
- J. The Foundation may submit a written request to PAGCOR every January of each year for approval of allocation of an annual Emergency Disposable Fund of Ten Million Pesos (Php10,000,000.00) to be used during calamities and disasters. It will be taken from the fund allocation for Cultural Heritage and Environment.

Prior to utilization of said fund, the Foundation shall notify PAGCOR of the intended release of a particular amount to be taken from the Emergency Disposable Fund. In view of the situation which requires immediate action, the Foundation shall submit to PAGCOR the required request for project concept approval including the

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grant of Authority to Proceed (ATP) ninety (90) days after the release of said fund.

- K. In compliance with Gender and Development mainstreaming policies, the Foundation must incorporate gender and development considerations into the planning and implementation of its projects and programs which is essential in fostering equitable and inclusive outcomes, if applicable. This will ensure that both men and women, along with individuals of all gender identities, benefit equally from the Foundation's initiatives.
- L. The Foundation must likewise be committed to ensuring that all projects and programs are designed and implemented with a strong focus for people with disabilities (PWD), if applicable.

PART IV. DOCUMENTARY REQUIREMENTS OF PAGCOR

Section 1. *Incorporation/SEC Registration Papers.* The following documents will be submitted to PAGCOR after registration of the Foundation:

1. Certified True Copy of the Certificate of Incorporation issued by the Securities and Exchange Commission (SEC)
2. Certified True Copy of Articles of Incorporation duly stamped received by SEC
3. Certified True Copy of By-Laws duly stamped received by SEC
4. Other pertinent documents related to incorporation

Section 2. *Financial Records.* The Foundation shall maintain the necessary financial records which are required by concerned government agencies of the Philippines such as, the Bureau of Internal Revenue (BIR) or SEC.

Section 3. *Monthly Submission.* PAGCOR requires the submission of the following monthly reports/documents from the Foundation on or before the 20th day of the succeeding month:

1. Monthly bank statement of account showing the funds received and the funds released
2. Report of Funds Received for the month
3. Report of Funds Released for the month summarized on a per project basis

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Section 4. *Semi-Annual Report* showing the status of all ongoing projects of the Foundation including photographs and/or other proof of project implementation to be submitted every July 10th of the current year and every January 10th of the succeeding year.

Section 5. *Annual Submission.* PAGCOR requires that the annual submission of the following documents pertaining to the Foundation:

1. A copy of the General Information Sheet (GIS) duly received by the Securities and Exchange Commission (SEC)
2. A copy of the Audited Financial Statements (AFS) duly received by the Bureau of Internal Revenue (BIR) and Securities and Exchange Commission (SEC)
3. Annual Plans and Programs of the Foundation
4. Certification stating that the Foundation has not received government funds nor received donations/grants/contributions within the threshold of their operations.

PART V. DISSOLUTION

The Foundation is co-terminus with the Provisional License or the Regular Casino Gaming License. Subject to PAGCOR's approval, all assets net of liabilities must be fully applied to eligible projects as defined herein before the dissolution of the Foundation; or conveyed and transferred to another non-stock, non-profit domestic corporation organized for similar purpose or purposes as specified by the corporation, or to the government of the Republic of the Philippines for public purpose, at the option of the Foundation.



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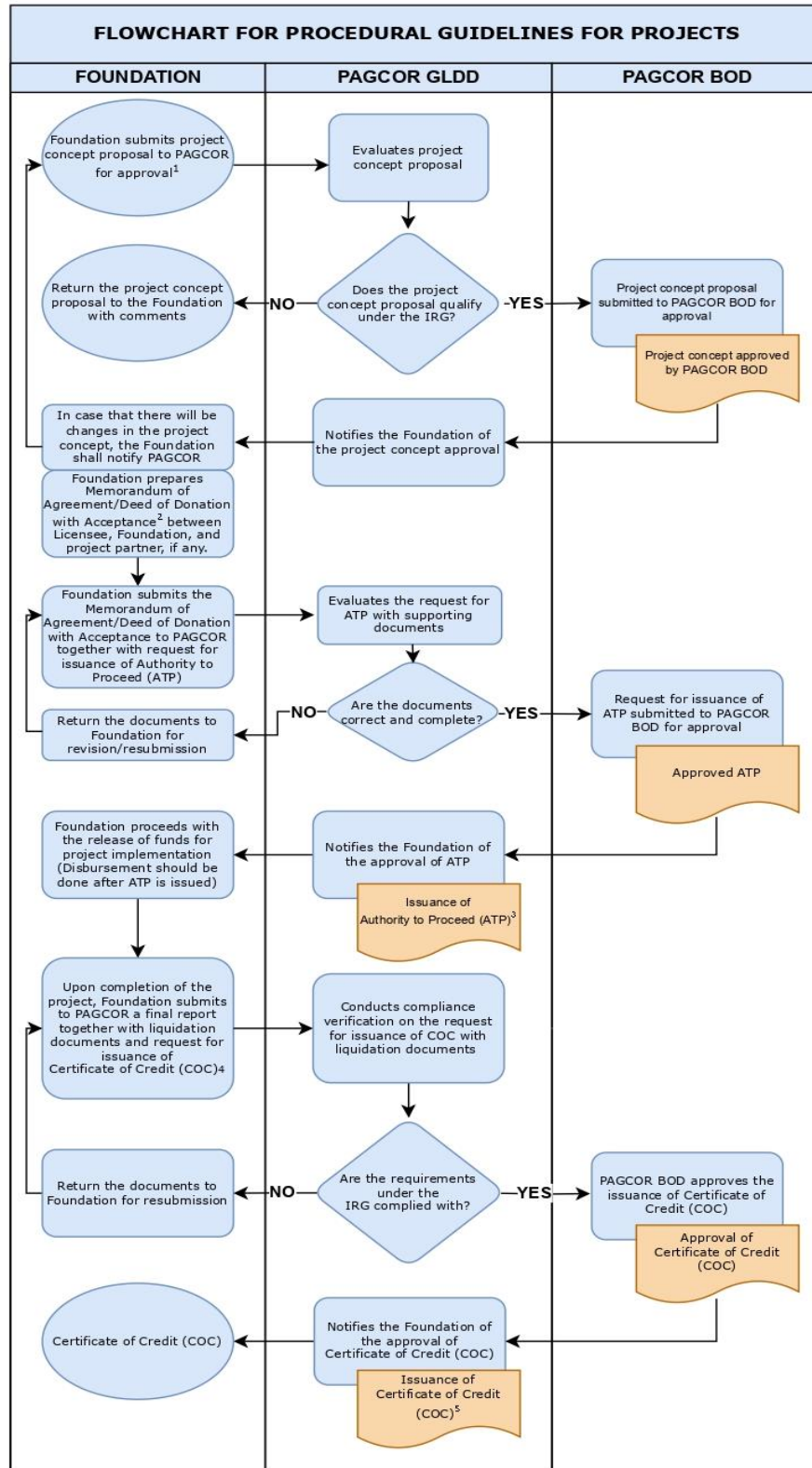
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ANNEX A



¹The project concept proposal shall consist of the project description with significant details such as, estimated cost and breakdown, target beneficiary, location, period covered, and other pertinent documents.

²The Memorandum of Agreement or Deed of Donation with Acceptance must contain the main obligation of the parties in the project.

³The issuance of Authority to Proceed (ATP) will allow the Foundation to disburse the approved funds accordingly for project implementation.

⁴The Foundation shall submit the following required documents upon completion of project:

- a) Final Report
- b) Certificate of Acceptance/Completion
- c) Acknowledgment Receipt from the beneficiaries
- d) Certified true copies of liquidation receipts/invoices
- e) Photos/videos
- f) Other pertinent documents that PAGCOR may require

⁵The issuance of Certificate of Credit (COC) indicates that the project was completed

Note: In the event that the project will not push through, the Foundation shall submit to PAGCOR a formal notification and request for cancellation of an approved project.

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ANNEX B
ATP TEMPLATE

ADDRESSEE OF FOUNDATION

Position

Foundation Name

Address

Subject : **AUTHORITY TO PROCEED (ATP)**

Project : **NAME OF PROJECT**

Dear Addressee:

The **Philippine Amusement and Gaming Corporation (PAGCOR)**, in consideration of the **Memorandum of Agreement (MOA) or Deed of Donation with Acceptance** between the **Licensee, Foundation, and Project Partner**, having been duly signed and executed for the brief description of project (hereafter referred to as the "Name of Project"), hereby:

- A. Issues this Authority to Proceed to Licensee and Foundation to undertake the Name of Project;
- B. Authorizes the release of funds amounting to **Pesos: Amount in Words (Amount in Figures)**; and
- C. Upon acceptance by the beneficiary, authorizes the credit of the amount of Pesos: Amount in Words (Amount in Figures) or the actual amount spent, whichever is lower, as Licensee's compliance with Article IV, Section (20 or 21) of the Provisional License and Part III, Rule 2, Section 4.a of the Implementing Rules and Guidelines for Foundations. In case of non-completion of the Name of Project for reason/s not attributable to the fault or negligence of Licensee and Foundation, PAGCOR shall credit the actual amount spent or disbursed for the Project as certified and accepted by the beneficiary.

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All terms and conditions specified under the (MOA or Deed of Donation with Acceptance) are hereby adopted in full and made an integral part of this Authority to Proceed.

The parties to the (MOA or Deed of Donation with Acceptance) shall be responsible for fulfilling and performing their respective warranties and obligations under the terms and conditions of the (MOA or Deed of Donation with Acceptance) and this Authority to Proceed.

Very truly yours,

PAGCOR President and COO/
Authorized Alternate Signatory

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ANNEX C

COMPLIANCE VERIFICATION CHECKLIST FORM

	COMPLIANCE VERIFICATION CHECKLIST (FOR FOUNDATION PROJECTS)	Page No.	Page 1 of 2
		Form No.	GLDD-732
		Revision No.	0
		Effectivity	

Date: _____

A. FOUNDATION _____

B. PROJECT TITLE _____

C. LOCATION _____

D. PROJECT PARTNER _____

E. APPROVED BUDGET _____

F. COMPLETION DATE _____

G. COST VS. BUDGET _____

☐ Actual Amount Spent _____

☐ Variance, if any _____

☐ Unused Funds (state the reason) _____

☐ Bank deposit slip as proof of return of unused funds to the Foundation funds

☐ Bank statement

H. PROOF OF COMPLETION

Required Documents

☐ Final Report

☐ Certificate of Acceptance/Completion

☐ Acknowledgment Receipt from the Beneficiaries

☐ Photos/videos

☐ Other pertinent documents that PAGCOR may require

DIRECT PROJECT COST:

☐ Sales Invoice

☐ Cash Invoice

☐ Charge/Credit Invoice

☐ Service Invoice

☐ Billing Invoice

☐ Miscellaneous Invoice

☐ Supplementary Document for donations received from the Foundation by another non-stock, non-profit entity
(e.g., Non-VAT Official Receipt, Acknowledgment Receipt or Donation Receipt)

ADMINISTRATIVE EXPENSES:

☐ Sales Invoice

☐ Cash Invoice

☐ Charge/Credit Invoice

☐ Service Invoice

☐ Billing Invoice

☐ Others: _____

VERIFIED BY:

NAME OF COMPLIANCE VERIFIER & POSITION
(SIGNATURE OVER PRINTED NAME)

ACKNOWLEDGED BY:

NAME & POSITION OF THE FOUNDATION'S
AUTHORIZED REPRESENTATIVE
(SIGNATURE OVER PRINTED NAME)

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ANNEX D
COC TEMPLATE

Date

ADDRESSEE OF FOUNDATION

Position

Foundation Name

Address

Subject : **CERTIFICATE OF CREDIT (COC)**

Project : **NAME OF PROJECT**

Dear Addressee:

Philippine Amusement and Gaming Corporation (PAGCOR) hereby:

- A. Acknowledges the completion of the Name of Project undertaken by Licensee and Foundation.
- B. Authorizes the credit of the amount of **Pesos: Amount in Words (Amount in Figures)** as Licensee's compliance with Article IV, Section (20 or 21) of the Provisional License and Part III, Rule 2, Section 4.a of the Implementing Rules and Guidelines for Foundations.

Very truly yours,

PAGCOR President and COO/
Authorized Alternate Signatory

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ANNEX E
SAMPLE MOA

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into this [] day of [Month] [Year], in the City of [Place of Project], by and among:

NAME OF PROJECT PARTNER (hereafter referred to as “_____”), a government agency/non-government/non-profit organization/private entity organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address located at [Address], represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**;

-and-

NAME OF FOUNDATION (the “Foundation”), a non-stock, non-profit corporation duly organized and existing under the laws of the Republic of the Philippines with principal address located at [Address], and represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**;

-and-

NAME OF LICENSEE (the “Licensee”), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address located at [Address], and represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**;

WITNESSETH THAT:

WHEREAS, [Name of Licensee] (the “Licensee”), a licensee of the Philippine Amusement and Gaming Corporation (“PAGCOR”), has incorporated and registered the Foundation, and set aside funds therefor for the following purposes: restoration of cultural heritage, education and environment and health, and in compliance with its Provisional License / Regular Casino Gaming License dated [License Date of Issue] (hereinafter, the “License”);

[Insert applicable WHEREAS Clauses]

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NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and covenant as follows:

SECTION I THE PROJECT

[Project description must include the approved project cost and other important details such as location, period covered, beneficiaries, etc.]

SECTION II OBLIGATIONS AND UNDERTAKINGS OF THE PARTIES

The Parties warrant to perform the following obligations and undertakings:

1. The Licensee shall coordinate with the Foundation and give consent, as may be necessary and reasonable, for the proper implementation of the Project, subject to and in accordance with the laws, rules, procedures, by-laws and guidelines applicable to or imposed upon the Licensee;
2. The Foundation shall:
 - a. Secure the Authority to Proceed (ATP) from PAGCOR, and accomplish such other forms as may be required by PAGCOR, in relation to the Project. For avoidance of doubt, the Parties agree that the obligations herein are subject to the issuance of PAGCOR's ATP which shall allow the Foundation to disburse the funds in accordance with the cost stated in Section I hereof;
 - b. Upon PAGCOR's issuance of ATP, fund the project in accordance with the cost stated in Section I hereof;
 - c. Inspect and examine the records pertaining to the Project, to verify compliance with the terms of this MOA
 - d. [Insert additional clauses, if any]
3. [Name of Project Partner] shall:
 - a. Allow the Foundation to inspect and examine the records pertaining to the project, to verify compliance with the terms of this project;

[Insert additional clauses, if any]

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SECTION III TERM OF THE AGREEMENT

The term of this Agreement shall be effective upon the issuance by PAGCOR of the *Authority to Proceed* and shall continue to be effective unless otherwise terminated by a party through written notice to the other Parties. Provided, that if a party has fully complied with its obligations and undertakings under this Agreement, the obligations and undertakings under this Agreement as to the Party concerned is considered fulfilled and the Agreement as to the Party concerned is terminated.

SECTION IV WARRANTIES AND REPRESENTATIONS OF THE PARTIES

Each party hereby represents and warrants to the other parties that:

- a. It has full and complete corporate and legal power or authority to enter into this agreement and to deliver and perform its obligations and undertakings hereunder according to the terms of this agreement, and that it has all the necessary corporate, legal and/or other actions to authorize its entry into and performance of this Agreement;
- b. This Agreement constitutes all valid, legal and binding obligations of the parties enforceable in accordance with its terms and conditions, and the party shall do and procure such acts or formalities as may be necessary to perfect consent to this Agreement;
- c. The execution of this Agreement does not and will not contravene any provision of its articles of incorporation and by-laws or any other constitutive documents, any applicable laws and regulation of the jurisdiction of its incorporation or organization, and does not and will not conflict with or result in any breach of any contract, agreement or other obligation to which it may be bound; and
- d. The signatories to this Agreement warrant that they are the duly authorized representatives of the aforementioned Parties or have been specifically authorized to enter into this Agreement on behalf of the Parties.

SECTION V MODIFICATIONS

- a. No modifications of and/or amendments to this Agreement shall be valid unless the same is made in writing and signed by the authorized representatives of all the Parties to signify mutual agreement;

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- a. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the authorized representative of all the Parties to signify mutual consent to the modification;
- b. Any failure of any Party at any time to insist upon strict performance of any condition, promise, agreement, or understanding as set forth herein shall not be construed as a waiver or relinquishment of the right of the party to insist upon strict performance of the same or other condition, promise, agreement, or understanding at a future time;
- c. No failure or delay on the part of either party in exercising any power or right hereunder shall operate as a waiver thereof nor shall a party's knowledge of, or acquiescence to, any breach of any terms or conditions of this Agreement constitute a waiver of such terms or conditions; and
- d. No waiver by any party of a breach of any term or condition of this Agreement shall constitute a waiver of any subsequent breach of the same or any other term or condition, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other right or power conferred therein.

SECTION VI ASSIGNMENT OF RIGHTS

Any assignment of rights, obligations or interest under this Agreement shall not be valid without prior written and express consent of all the Parties.

SECTION VII BINDING EFFECT

All rights, obligations and conditions under this Agreement shall be binding upon, and inure to the benefit of the Parties and their representatives, successors and assigns.

Nothing herein shall be construed as to create a relationship of partnership, joint venture, or agency between the parties hereto and no agent, employee or contractor of either of the parties shall be deemed to be an agent, employee or contractor of the other.

SECTION VIII MUTUAL TRUST AND SETTLEMENT OF DISPUTES

The Parties agree to act in good faith and fidelity in exercising their rights and obligations and to mutually lend to one another maximum assistance and cooperation to the end that the purpose and objectives of this Agreement are achieved expeditiously and harmoniously. The Parties further

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agree to execute such other implementing agreements and instruments and do such other acts as may be necessary to implement the intent of this Agreement.

The Parties manifest that they would first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities to amicably settle whatever disputes, differences, controversies or issues that may arise in connection with any of the terms and conditions of this Agreement.

In case there is a failure to amicably settle the dispute, difference, controversy or issue, the Parties hereby agree that any material violation or omission of any of the provisions of this Agreement shall be ground for the cancellation or rescission of the same, with due notice to the other Party, without need for legal or court action.

SECTION IX FORCE MAJEURE

Neither party will be liable for non-performance due to Force Majeure provided that there has been no delay yet on the part of the party raising the application of Force Majeure.

Force Majeure shall include, but not be limited to, strikes, accidents, natural disaster, and other fortuitous events.

SECTION X CONFIDENTIALITY

Save in cases when required to be disclosed by law, regulation, or any governmental or competent regulatory authority, the Parties may NOT divulge/reveal any confidential information pertaining to or relating to the other party.

Confidential information shall mean any non-public information of a Disclosing Party including, but not limited to, business plans, products, technical data, specifications, documentation, rules and procedures, contracts, presentations, know-how, product plans, business methods, product functionality, services, data, customers, markets, competitive analysis, databases, formats, methodologies, applications, developments, inventions, processes, payment, delivery and inspection procedures, drawings, algorithms, formulas, or information related to engineering, marketing, or finance.

This confidentiality shall not be affected by this agreement's expiration, termination or nullification.

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SECTION XI NOTICE

All notices and communications by one Party to the other shall be in English and shall be in writing, delivered by hand, reputable courier, facsimile transmission, or electronic mail, at the address indicated below, or at such address as each Party may subsequently provide to the other Party:

For the [PROJECT PARTNER]:

Address: [Complete Address]
Attention: [NAME OF AUTHORIZED REPRESENTATIVE]
Designation: [Designation]
Telephone: [Telephone Number]
Facsimile: [Fax number]
E-mail: [Email address]

For the [NAME OF FOUNDATION]:

Address: [Complete Address]
Attention: [NAME OF AUTHORIZED REPRESENTATIVE]
Designation: [Designation]
Telephone: [Telephone Number]
Facsimile: [Fax number]
E-mail: [Email address]

For the [NAME OF LICENSEE]:

Address: [Complete Address]
Attention: [NAME OF AUTHORIZED REPRESENTATIVE]
Designation: [Designation]
Telephone: [Telephone Number]
Facsimile: [Fax Number]
E-mail: [Email address]

SECTION XII HEADING

Headings to clauses in this Agreement are for ease of reference only and do not affect the interpretation of this Agreement.

SECTION XIII SEVERABILITY

If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, the remaining provisions shall remain in, and shall be given, full force and effect.

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SECTION XIV TERMINATION

Either Party may terminate this Agreement with just cause subject to prior notice of thirty (30) days to the other party.

Either Party may terminate this Agreement with immediate effect due to breach or violation of a material provision herein by the other.

SECTION XV INTEGRATION CLAUSE

This Agreement, along with any exhibit, appendix, addendum, schedule and amendment hereto, encompasses the entire Agreement of the Parties, and supersedes all previous understandings and agreements between them, whether oral or written. The Parties hereby acknowledge and represent, by affixing their hands and seals hereto, that they have not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date and place first mentioned.

NAME OF REPRESENTATIVE
[Designation]
[Project Partner]

NAME OF REPRESENTATIVE
[Designation]
[Foundation Name]

NAME OF REPRESENTATIVE
[Designation]
[Licensee Name]

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Witnessed by:

NAME OF WITNESS
[Designation]
[Project Partner]

NAME OF WITNESS
[Designation]
[Foundation Name]

NAME OF WITNESS
[Designation]
[Licensee Name]

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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, at the above-stated locality, on this [] day of [Month] [Year], personally appeared the following:

NAME	Gov't. Issued ID	Place and Date of Issue

who have presented to me an integrally complete **MEMORANDUM OF AGREEMENT** consisting of [no. of pages] pages, including this acknowledgment page, and are personally known to me or identified by me through competent evidence of their identities as the same persons they purport to be, and represented to me that their signatures on the foregoing Agreement were voluntarily affixed by them and that the same is their own respective free and voluntary act and deed with authority to sign in that capacity as well as the free act and deed of the corporations and individuals they represent, and they further swear under oath to the truth of the contents of the said Agreement, under penalty of law.

WITNESS MY HAND AND SEAL, on the date and at the place above-written.

NOTARY PUBLIC

Doc. No. : ...
 Page No. : ...
 Book No. : ...
 Series of [Year]

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ANNEX F

SAMPLE DEED OF DONATION WITH ACCEPTANCE

DEED OF DONATION WITH ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Donation made and entered into by and between:

NAME OF FOUNDATION, a corporate foundation duly organized and existing under the laws of the Philippines with principal address at [Address], herein represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**, and hereinafter referred to as **DONOR**;

-and-

NAME OF LICENSEE, a corporation duly organized and existing under the laws of the Philippines with principal address at [Address], herein represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**, and hereinafter referred to as **LICENSEE**;

-In favor of-

NAME OF PROJECT PARTNER, a government agency/non-government/non-profit organization/private entity organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address located at [Address], and represented by its [Designation], **[NAME OF AUTHORIZED REPRESENTATIVE]**, and hereinafter referred to as **DONEE**;

-WITNESSETH-

WHEREAS, **[NAME OF LICENSEE]** (the “**Licensee**”), a license of the Philippine Amusement and Gaming Corporation (“PAGCOR”), has incorporated and registered the **[FOUNDATION]** (the “**Donor**”), and set aside funds therefor for the following purposes: restoration of cultural heritage, education, environment, and health, in compliance with its Regular Gaming License dated [License Date of Issue] (hereinafter, the “**License**”);

[Insert applicable **WHEREAS** Clauses]

NOW, THEREFORE, as an act of GRATITUDE, PURE LIBERALITY, and GENEROSITY, the **DONOR** hereby voluntarily and freely GIVES, TRANSFERS, and CONVEYS by the way of DONATION, unto the **DONEE** the aforementioned equipment and all the accessories found therein, free from all liens, encumbrances, and charges of whatever kind;

That the **DONOR** affirms that this donation is not made with intent to defraud its creditors, and has sufficient funds and property reserved for its obligations:

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ACCEPTANCE

That the **DONEE** hereby accepts and receives this donation made in its favor by the **DONOR**, and hereby, manifests its gratefulness for the latter's generosity and liberality.

IN WITNESS WHEREOF, both the **DONOR** and **DONEE** have hereunder affixed their respective signature this (Day) of (Month) (Year) at (Location).

[NAME OF AUTHORIZED REPRESENTATIVE]

[Designation]

NAME OF FOUNDATION

[Designation]

NAME OF LICENSEE

DONOR

[NAME OF AUTHORIZED REPRESENTATIVE]

[Designation]

NAME OF PROJECT PARTNER

DONEE

SIGNED IN THE PRESENCE OF:

NAME OF WITNESS

Designation

Name of Foundation

NAME OF WITNESS

Designation

Name of Project Partner

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ACKNOWLEDGEMENT

Republic of the Philippines)
 _____ S.S

BEFORE ME, a notary for and in the City of _____,
 Philippines, personally appeared:

Name	Identification Card	Date/Place Issued

Both known to me to be the same persons who executed this Deed of Donation, consisting of __ pages, including the page in which Acknowledgment is written and they acknowledged to me that the same id their free and voluntary act and deed and the of the corporation/entities represented herein.

IN TESTIMONY HEREOF, I have hereunto set my hand and affixed my notarial seal this ____ day of _____ 2024 at _____.

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ANNEX G
SAMPLE CERTIFICATE OF ACCEPTANCE

(Official Logo
of Project
Partner)

(Name of Project Partner)
(Address)

CERTIFICATE OF ACCEPTANCE

Project Title: _____

Project Cost: _____

Location: _____

Project Details: _____

On behalf of the [Project Partner], I, solely authorized representative, hereby accepts and acknowledges the turnover of the abovementioned project dated _____ from [Name of Foundation] and found in order as being fully completed in strict compliance with the plans, specification, scope of works and other related documents relative thereto.

Name of Authorized
Representative
Designation
Date: