



PAMBANSANG PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS
(National Headquarters Philippine Coast Guard)
139 25th Street, Port Area
1018 Manila

NHQ-PCG/CGLS

02 October 2024

**STANDING OPERATING PROCEDURE
NUMBER 24-24**

**DELEGATION OF AUTHORITY TO UNIT COMMANDERS TO SIGN ON
BEHALF OF THE PHILIPPINE COAST GUARD**

1. AUTHORITIES

- A. Republic Act No. 9993, otherwise known as the "Philippine Coast Guard Law of 2009" and its Implementing Rules and Regulations dated 27 July 2009;
- B. Executive Order No. 292, otherwise known as the "Administrative Law of 1987" dated 25 July 1987; and
- C. Republic Act No. 386, entitled "Civil Code of the Philippines" dated 30 August 1950.

2. REFERENCES

- A. Memorandum from the Chief of Coast Guard Staff, Philippine Coast Guard dated 09 February 2024;
- B. Memorandum from the former Commandant, PCG, ADM ARTEMIO M ABU PCG (Ret) dated 20 March 2023;
- C. NHQ-PCG/CGIG-IAS Circular No. 03-24, entitled "Integrity, Transparency and Accountability in Public Service Policy" dated 02 March 2024; and
- D. PNP SOP No. 2007-02, entitled "Procedures and Guidelines in Accepting Donated Lots and Establishing Priority Lots for Titling in the Name of the PNP" dated 13 August 2017.



3. PURPOSE

This Standard Operating Procedure (SOP) prescribes the policies and guidelines covering delegated authority to enter into different kinds of Donations, Contracts, Memorandum of Agreements, Memorandum of Understanding, Deeds of Usufruct and any documents in furtherance of the overall PCG mission, and institutionalize recording and accounting of all donations.

4. SCOPE

This SOP applies to all Functional Commands, Operational Commands, Operational Support Commands, Administrative Support Commands, Special Service Commands and Technical Service Commands.

5. DEFINITION OF TERMS

- A. **Authority** – a person having power or right to bind himself or an entity to do something in representation or on behalf of another evidenced by a Secretary's Certificate or Delegation of Authority and a warrant of authority provision in the document, as applicable.
- B. **Cash** – refers to private monies or public funds, either in notes and coins or as represented by checks or credit.
- C. **Coast Guard Legal Unit (CGLU)** – activated unit of the Coast Guard Legal Service (CGLS) which is operationally controlled by the Functional Commands, Operational Commands, Operational Support Commands, Administrative Support Commands, Special Service Commands and Technical Service Commands, respectively.
- D. **Contract** – an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law.
- E. **Deed of Acceptance** – a contract or covenant, delivered by the party to be bound thereby, and accepted by the party to whom the contract or covenants run.
- F. **Deed of Donation** – a contract executed by which the owner of the thing, voluntarily transfers title and possession of the same, from himself to another person, without consideration.
- G. **Deed of Usufruct** – a contract wherein the Usufruct gives a right to the PCG to enjoy the property with the obligation of preserving its form and substance unless the title constituting it or the law otherwise provides.

- H. **Delegated Authority** – is the delegation of power by the Commandant, Philippine Coast Guard (CPCG) to Unit Commanders for a specific purpose to accomplish tasks and to ensure a productive and well-functioning office along with the responsibility that Unit Commanders accept and share the power to make decisions and the duty to accomplish the task that can be completed efficiently within their respective units and this may cover entering into different kinds of Donations, Contracts, Memorandum of Agreements, Memorandum of Understanding, Deeds of Usufruct and any documents in connection with the transfer of ownership or possession of real or personal property to and from the PCG.
- I. **Document** – refers to deeds, contracts and memoranda of agreements/ understanding with any public or private institutions or individual where one of the parties is the PCG.
- J. **Donation** – an act of liberality whereby a person, natural or juridical, disposes an asset, gratuitously and without any onerous provision or cumbersome condition, in favor of the PCG; its offices/units; uniformed and Non-Uniformed personnel; or specific end users, who accepts the gratuity.
- K. **Goods** – refers to expendable and non-expendable supplies; equipment; all kinds of tangible and movable properties; cash and intangible assets such as services.
- L. **Gratuitous Special Use Permit (GSUP)** – a 5-year permit authorizing a head of government agency and/or local chief executive to use certain portions of forest lands free of charge for the development of government-managed projects of national interest and infrastructures for public use, and non-commercial projects of Government-owned and controlled corporation (GOCC).
- M. **Infrastructure** – refers to buildings or any other roofed and walled structure; facilities or any other physical establishment or fixture attached to the ground; or properties that are otherwise immovable or those that cannot be transferred from one place to another as it is generally connected to the land on which it is situated.
- N. **Land** – a portion of earth's surface, that is not covered by water, and which may be utilized for the construction of PCG infrastructure or support PCG administrative and operational mandates.
- O. **Memorandum of Agreement (MOA)** – a contract executed when the details have already been agreed upon by the parties.
- P. **Memorandum of Understanding (MOU)** – a contract usually executed when the parties have come to an agreement in principle, that they have agreed to do something together, but have not yet decided on the details on how to do it.

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- Q. **Services** – refer to intangible transactions, systems, processes and procedures and labor, which may or may not involve physical goods, performed or caused to be performed by the donor, through employment of resources, skills, ingenuity, innovation or experience, that could add value in the performance of official functions, duties and responsibilities, or for the attainment of PCG mission and mandates.
- R. **Unit Commanders** – the Head of the Functional Commands, Operational Commands, Operational Support Commands, Administrative Support Commands, Special Service Commands and Technical Service Commands.

6. GENERAL GUIDELINES

- A. The Commandant, PCG (CPCG) may enter into contracts to the extent permitted by law for the acquisition of floating, air and subsurface assets, real estates, communications equipment and other necessities relative to the performance of the PCG's powers and functions, subject to the restrictions imposed by laws, rules and regulations.
- B. In accordance with current laws, rules and regulations, the CPCG may accept grants, gifts and other types of assistance from properly established organizations and other nations in support of PCG's ongoing development and modernization programs.
- C. The CPCG is responsible for enforcing all applicable rules and regulations and exercising overall control over all things falling within the Organization's purview, including those relevant to its activities.
- D. The Unit Commanders are hereby granted by the CPCG of such power as may be required for them to implement plans and programs effectively.
- E. The amount of delegated power must be sufficient for the economical, efficient and successful implementation of local and national programs in accordance with the guidelines and requirements established by each PCG unit.
- F. Only the Heads of the Functional Commands, Operational Commands, Operational Support Commands, Administrative Support Commands, Special Service Commands and Technical Service Commands are granted the delegated power.
- G. The Unit Commander may be permitted to sign on behalf of the Commandant as the PCG's representative if the document relates to the routine management and operation of their individual units, in other words, the document does not involve a transfer of ownership or possession of real or personal property to and from the PCG.

- H. The aforementioned authorized representative of the CPCG cannot re-delegate the given authority of signing documents on behalf of the PCG to their Sub-Commanders and Station Commanders pursuant to the Doctrine of *Potestas Delegata Non Delegari Potest* which states that "no delegated powers can be further delegated".

7. SPECIFIC GUIDELINES

- A. In all cases, a Deed of Donation with Acceptance shall be executed in order for the donation to be valid;
- B. For proper accounting, Unit Commanders shall ensure that all accepted donations are recorded in the PCG Property Books, complete with supporting documents indicating the proper valuation, through appropriate channels, and copy furnished PCG Chief Accountant and Commander, Coast Guard Logistics Systems Command;
- C. Unit Commanders shall negotiate donations only from legal or legitimate sources and always for legal and legitimate purposes and objectives. Donations that tend to circumvent the law should be courteously turned down;
- D. Donations with onerous provisions should be prudently negotiated with the end view of eliminating conditions that would be burdensome for the PCG to comply, and pure donations should be preferred over onerous donations;
- E. In negotiating offers of donation, Unit Commanders should take caution and avoid the perception of giving the donor, or any private party, any unwarranted benefits, advantage or preference;
- F. Unit Commanders should ensure that the goods, infrastructure or real property to be donated is free from any tax imposition, mortgage, adverse claim, lien or encumbrance, or any other obligation;
- G. Deeds of Donation with Acceptance should include the following provisions:
- i. A statement of the purposes and objectives of the donation;
 - ii. A brief but detailed description of the goods, or infrastructure or land to be donated or of the amount of cash donation or of the scope of services;
 - iii. An enumeration of the recipient PCG Offices/Units and/or specific end-users, whenever applicable;
 - iv. A statement of the official function or PCG mission to which the donation relates;

- v. Proper valuation of the donated goods, infrastructure or land to be provided by the donor. In case of unavailability, proper valuation thereof shall be determined by the PCG Logistics Systems Command;
 - vi. A statement that the donor is offering the donation without intention to defraud creditors and other parties in interest and that the donor has reserved sufficient funds and properties for its obligations; and
 - vii. All pertinent documents in support of the donation should be completed and properly annexed to the Deed of Donation with Acceptance.
- H. Donors offering donations and the recipient PCG Offices/Units shall follow these general procedures:
- i. The donor shall submit to the Unit Commander a Letter of Intent to Donate addressed to the CPCG, through the Office of the Chief of Coast Guard Staff. For purposes of preliminary negotiations, the donor may provide a draft Deed of Donation with Acceptance, indicating its desired requirements, conditions and limitations;
 - ii. The Unit Commanders should refer the draft Deed of Donation with Acceptance to the appropriate Legal Officer for initial legal evaluation and opinion. The Legal Officer shall review the provisions of the draft Deed of Donation with Acceptance and make a recommendation to accept, refuse or renegotiate the intended donation;
 - iii. Recipient PCG Offices/Units, with the full cooperation of the donor, shall be primarily responsible in collating the complete pertinent documents in support of the intended donation;
 - iv. Once the draft Deed of Donation with Acceptance has been thoroughly evaluated; the provisions thereof prudently negotiated; and all pertinent supporting documents completed, the recipient PCG Office/Unit shall submit the same to the authorized Unit Commander;
 - v. The authorized Unit Commander shall transmit to the CPCG (Attn: Office of the Chief of Coast Guard Staff) the Completed Staff Work relative to the donation and request for delegation of authority as may be necessary.
- I. The following specific procedures shall be observed by donors and the Unit Commanders; recipient PCG Offices/Units; or specific end-users for donations of:

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i. Mobility Assets

- a. The Letter of Intent to Donate mobility assets should clearly indicate whether the same is brand new or secondhand as follows:
 1. For brand new mobility assets. The recipient PCG Office/Unit, with the active assistance of the donor, shall be primarily responsible in processing the issuance of the Original Receipt (OR) and Certificate of Registration (CR) in the name of the PCG; and
 2. For secondhand mobility assets: The donor shall provide the original OR and CR which should be under the name of the donor.
- b. The recipient PCG Office/Unit shall assist the donor in securing appropriate certifications from concerned private and government agencies as regards clean title over the mobility asset, to include history of change of ownership and alarms. As to motor vehicles, the recipient PCG Office/Unit shall facilitate the issuance of a Certification from the Philippine National Police, stating that the mobility asset is not included in the list of carnapped vehicles;
- c. To ascertain serviceability, good condition and road/sea/air worthiness, the recipient PCG Office/Unit, jointly with the donor, shall cause the conduct of technical inspection by PCG mechanics and/or technical personnel; and
- d. Donated mobility assets must follow specified colors and markings prescribed by the PCG. However, for donated motor vehicles intended to be used for PCG functions where identifiable PCG colors and markings are not appropriate, such as intelligence and covert operations, the donor should consult with the recipient PCG office/unit or specific end user for guidance.

ii. Infrastructure

- a. The Letter of Intent to Donate existing infrastructure should be accompanied by the appraised value of the structure; the building plans, if available, and other technical details such as, but not limited to, overall footprint, layout, construction history, materials used and remaining useful life;

- b. The Unit Commanders jointly with the donor, shall cause the conduct of complete technical inspection of the infrastructure to assess its exact location, physical description, structural integrity and tenantable condition taking into consideration the specific PCG purposes and objectives for its use. Such technical inspection shall be undertaken by the Coast Guard Infrastructure Development Service (CGIDS) personnel duly accompanied by the concerned Logistics Officer/ Logistics Systems Command personnel and a representative from the recipient PCG Office/Unit;
- c. The recipient PCG Office/Unit shall require the donor to submit proof of ownership. The donor shall also submit an Affidavit certifying that the infrastructure intended to be donated is cleared from informal settlers, or any other claims or liabilities, and is not the subject of any administrative adjudication or Court litigation. A sample Certification/Authorization is hereto attached as **ANNEX "D"**; and
- d. The recipient PCG Office/Unit shall exert utmost efforts to ascertain the proof of ownership and the aforementioned certifications embodied in the Affidavit.

iii. Construction Services for Infrastructure

- a. The Letter of Intent to donate services for the construction of infrastructure should be accompanied by the following documents, needed for evaluation by CGIDS:
 - 1. Complete building plans and design following standards and specifications prescribed by CGIDS rules and regulations and laws of the Philippines;
 - 2. Program of Works and Budgetary Cost Estimate; and
 - 3. Work Schedule or duration of construction.
- b. If the infrastructure to be constructed is a Coast Guard Station/Sub-Station, the building plan and design to be submitted by the donor should adopt the approved standards and specifications thereof. Otherwise, for infrastructure without prescribed design, the donor shall submit plan and design in accordance with the operational needs of the recipient PCG Office/Unit or specific end user, as approved by the CPCG or the appropriate Unit Commander, as the case may be; and
- c. Donated services for construction of infrastructure located in PCG camps should be aligned with approved PCG Plans.

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iv. Land

a. The Letter of Intent to Donate land should be accompanied by supporting documents establishing ownership and valuation including, but not limited to, the following;

1. Original/Transfer Certificate of Title;
2. Current Tax Declaration (Declaration of Real Property);
3. Real Estate Tax Receipt, whenever applicable; and
4. Location Plan (duly certified by a registered geodetic engineer).

b. If the donor is a private juridical entity or another government agency, the Letter of Intent to Donate should be accompanied by pertinent documents establishing authority to donate, such as a Board/Committee Resolution applicable; and

c. If the donor is a local government unit, the Letter of Intent to Donate should be accompanied by corresponding Sanggunian Resolution, authorizing the local chief executive to make the donation.

J. For Memorandum of Agreements, Memorandum of Understanding, Deeds of Usufruct and any documents in connection with possession of real or personal property to and from the PCG, the Unit Commanders shall request representation for issuance of a written delegation of authority by the CPCG, to empower them to sign any of the aforementioned documents.

8. PROCEDURES

A. The concerned Legal Officer of the CGLU shall review the document and provide a legal opinion.

B. If the responsibilities stated in the document is within the authority of the Unit Commander to act upon, the Unit Commander may already sign the same.

C. Thereafter, the Unit Commander shall furnish a copy of the document together with the issued legal comment of the CGLU Legal Officer to the Commandant, PCG (Attn: Commander, Coast Guard Legal Service) for information and reference.

D. If the document is determined to be outside of the delegated authority of the Unit Commander, the Unit Commander shall request the Commander, CGLS for concurrence on the legal opinion before recommending to the CPCG the approval and signature of Certification/Authorization delegating the authority to the Unit Commander.



- E. Upon receipt of the Certification/Authorization, the Unit Commander may already sign the document. A sample Certification/Authorization is hereto attached as **ANNEX "A"**.
- F. The Certification/Authorization to Sign issued by the CPCG shall form part of the signed document.
- G. Unit Commanders shall accomplish the Deed of Acceptance simultaneously for donation. A sample of the Deed of Acceptance is hereto attached as **ANNEX "B"**.
- H. A flow chart of the process involving delegation of authority covered by this SOP is attached as **ANNEX "C"**.

9. RESPONSIBILITIES

A. **Unit Commander**, in addition to his/her duties, shall:

- i. Seek legal opinion from the CGLU on the proposed document that will be binding between the PCG and other government agencies, private entities or individuals to determine whether he/she could already sign the same for the PCG.
- ii. Sign the document assessed to be within his/her delegated authority as the representative of PCG.
- iii. Furnish the Commandant, PCG through the CGLS with the signed document that is within his/her delegated authority to sign.
- iv. Request for the Commander, CGLS for legal opinion/ concurrence before requesting the approval of the Certification/Authority to sign the document from the CPCG if it involves the transfer of ownership, or possession of real or personal property to and from the PCG.

B. **CGLU Legal Officer**, in addition to his/her duties, shall:

- i. Review the proposed document and evaluate if such is within the delegated authority of the Unit Commander.
- ii. Recommend to the Unit Commander to request for the concurrence of the Commander, CGLS on the legal opinion provided before requesting approval of Certification/Authority to sign the document on behalf of the CPCG if it involves the transfer of ownership or possession of real or personal property to and from the PCG.

C. **Commander, CGLS**, in addition to his/her duties, shall:

- i. Review the signed document furnished by the Unit Commanders if such is within his/her delegated authority to sign before the approval and signature of the CPCG, and keep a copy for file and reference.
- ii. Provide legal opinion on the propriety of the issuance of the Certification/Authority to the Unit Commander by the CPCG to sign the document on his behalf.

10. EFFECTIVITY

This SOP shall take effect on 25 September 2024.

BY COMMAND OF ADMIRAL GAVAN PCG:

OFFICIAL:

HOSTILLO ARTURO E CORNELIO
RADM **PCG**
Chief of Coast Guard Staff


JAYSIEBELL B FERRER
CDR **PCG**
Coast Guard Adjutant

Annexes:

- A – Delegation Of Authority*
- B – Deed Of Acceptance*
- C – Proposed Flow Chart*
- D – Affidavit Of Undertaking*

ANNEX "A"



**TANGGAPAN NG KOMANDANTE
(OFFICE OF THE COMMANDANT)
PAMBANSANG PUNONGHIMPILAN TANOD BAYBAYIN NG PILIPINAS
(National Headquarters Philippine Coast Guard)
139 25th Street, Port Area
1018 Manila**

**DELEGATION OF AUTHORITY TO _____
(DOCUMENT)
No. _____ s. 202__**

**CG _____
Commander, Coast Guard _____
(Address)**

Pursuant to Section 40, Chapter 8, Book IV of the Executive Order No. 292 s.1987 or the Administrative Code of 1987, authorization is hereby granted to the above-named Officer to sign on behalf of the Philippine Coast Guard (PCG) the (Document) with (Other party). This Delegation of Authority is made an integral part of the (Document).

The above-named Officer is also granted authority to perform all other actions necessary for this purpose.

Given this _____ day of _____, at National Headquarters PCG 139 25th Street, Port Area, Manila.

ADMIRAL RONNIE GIL L GAVAN PCG

A small, handwritten signature or set of initials in blue ink, located in the bottom right corner of the page.

ANNEX "B"

DEED OF ACCEPTANCE

The (Name of Officer), for and on behalf of the Philippine Coast Guard (PCG), hereby accepts and acknowledges the donation from the (Name of donor).

For and on behalf of the PCG, (Name of Officer) expresses his/her most sincere appreciation for the benevolence of the (Name of Donor)

The DONEE hereby **RECEIVES AND ACCEPTS** this gift and donation made in PCG favor by the DONOR, and hereby expresses his/her appreciation and gratitude for the kindness and generosity of the DONOR.

IN WITNESS WHEREOF, the parties to this Deed of Donation have hereunto set their hand on _____, in _____.

(Name of Donor)
Donor

(Name of Donor)
Donee

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS

BEFORE ME, a Notary Public for and in _____ on _____
personally appeared the following:

Name

Government ID

all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

I further certify that the foregoing instrument relates to a Deed of Acceptance over _____, consisting of (number of pages) pages, including this page whereon this acknowledgment is written, signed by the parties and their instrumental witnesses at the spaces provided for and on each and every page.

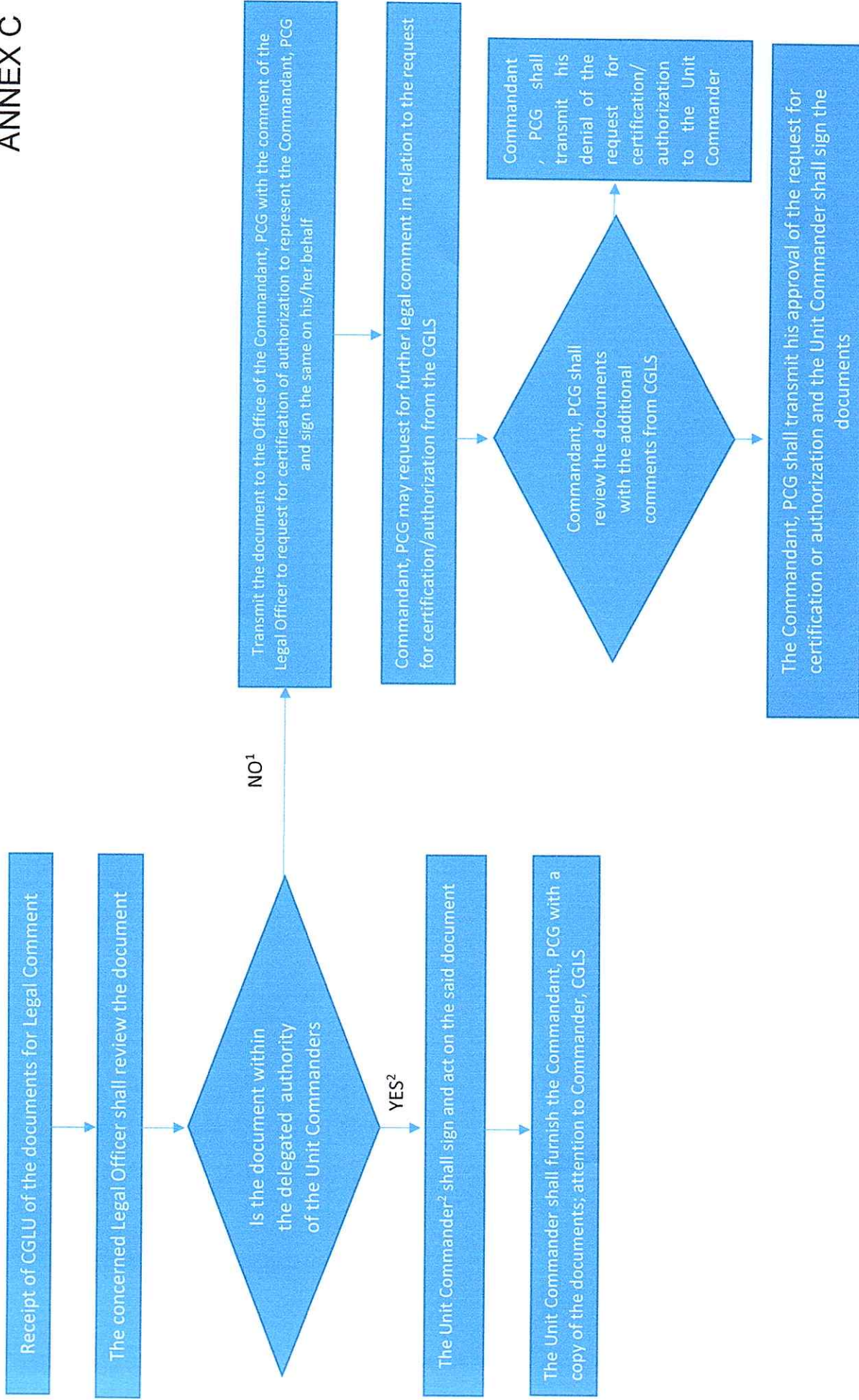
WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

PROPOSED FLOW CHART

ANNEX C



1 Unit Commander shall refer to Functional Commanders, Operational Commanders, Operational Support Commanders, Administrative Support Commanders, Special Service Commanders, Technical Service Commanders, and District Commanders

2 The Commandant, PCG has the sole authority to act on legal documents which has the effects of transferring ownership or possession of real or personal property to and from the PCG

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ANNEX "D"

REPUBLIC OF THE PHILIPPINES)
City of Metro Manila) SS.

AFFIDAVIT OF UNDERTAKING

I, _____, Filipino, of legal age, married, and a resident of _____ after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the owner of a certain building/infrastructure/property located at _____ with an area of _____ square meters, covered by Tax Declaration No./s _____ as herewith furnished;
2. That said building/infrastructure/property is free/cleared from informal settlers, or any other claims or liabilities, and is not the subject of any administrative adjudication or court litigation; and
3. That I am executing this affidavit to attest to the truthfulness of the foregoing facts and in connection with my intent to donate the said building/infrastructure/property to the Philippine Coast Guard.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____th day of _____ 2024 at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, a notary public in and for _____ this ____th day of _____ 20____. Affiant personally came and appeared with _____ issued by the _____ on _____ at _____, bearing his photograph and signature, known to me as the same person who personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument.

Atty _____
Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

Commission Serial No. _____
Notary Public for _____
Until December 31, 20____
Office: _____
Roll No. _____
IBP Lifetime Roll No. _____; ____/____/____;
PTR No. _____; ____/____/____;
MCLE Compliance Cert. No. _____; ____/____/____