

MAR 12 2015

**JOINT CIRCULAR IMPLEMENTING THE MEMORANDUM OF  
AGREEMENT ON THE HANDLING OF TOUR GROUPS FROM THE  
PEOPLE'S REPUBLIC OF CHINA INCLUDING ITS SPECIAL  
ADMINISTRATIVE REGION**

Pursuant to the Memorandum of Agreement (MOA) executed by the Department of Foreign Affairs (DFA), the Department of Justice (DOJ), the Department of Tourism (DOT), and the Bureau of Immigration (BI) on \_\_\_\_\_, this Joint Circular is hereby promulgated:

**Section I. *Procedure for Endorsement*** – DOT-accredited tour operators who wish to handle tour groups from the People's Republic of China (PROC) including its Special Administrative Regions (SARs) may be endorsed by the DOT for such purpose, subject to compliance with the following requirements:

- 1.1 DOT-accredited Tour Operators shall enter into a Cooperation Agreement with a CNTA-accredited travel agency. The Cooperation Agreement, which must conform with the prescribed template (Annex "A"), shall be authenticated by the appropriate Philippine Foreign Service Post in the PROC;
- 1.2 DOT-accredited Tour Operators shall submit the following documents to the DOT as part of the minimum requirements for endorsement:
  - a. Original copy of the authenticated Cooperation Agreement; and
  - b. Affidavit of Guarantee (Annex "B");
- 1.3 Upon the issuance of the Letter of Endorsement, the DOT and DFA shall immediately update the centralized database for DOT-accredited tour operators and CNTA-accredited travel agencies;  
  
The Letter of Endorsement shall have a validity of six (6) months from the date of issuance but shall in no case exceed the validity period of its DOT Accreditation. The rights over the endorsement shall be non-transferable;
- 1.4 The Philippine Foreign Service Posts in PROC shall use the centralized database as basis for the recognition of CNTA-accredited travel agencies to permit them to transact visa applications for tour group members.

**Section 2. *Documentary and Fee Requirement for the Issuance of Visa*** - The following requirements shall accompany the application for the issuance of visa:

- 2.1 Passport or Travel Document valid for at least six (6) months beyond the period of authorized stay in the Philippines;
- 2.2 Completed tour group application form with two (2) photocopies of the passport personal information page of each tour group member. The original copy of the form shall be presented to the Bureau of Immigration, while the photocopies shall be for the Post's record and travel agent, respectively;
- 2.3 Letter of Guarantee (Annex "C") executed by the DOT-accredited tour operator; and

2.4 Visa fee for each member of the Tour Group as provided for under Executive Order No. 168.

**Section 3. *Visa Processing*** – Upon receipt of the Visa application with the corresponding complete requirements as provided for in Section 2, the Foreign Service Posts in PROC and its SARs shall observe the following:

3.1 Processing and releasing of visas for group tours shall not exceed three (3) working days;

3.2 Overtime fee shall not be collected;

3.3 Visas will be stamped on the back page of the application form and the following notation will be stamped on the individual application documents of each group tour member;

<p><b><u>JOINING TOUR GROUP</u></b></p> <p>(with ____ persons)</p> <p><b>UNDER VISA NO. _____</b></p> <p>Organized by:</p> <p>_____ <b>Name of accredited CNTA Travel Agency</b></p> <p>_____ <b>Name of DOT-accredited Tour Operator</b></p>
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3.4 One visa number will be assigned to the tour group. Successive numerical suffixes will be added to the visa number on the individual documents of tour group members.

**Section 4. *Monitoring and Enforcement* -**

4.1 Twenty Four (24) hours before the intended date of arrival of the tour group, the tour operator shall provide BI with a copy of the list of the names, dates of birth and passport numbers of the members of tour group including their flight details for the purpose of advance passenger derogatory clearance. Should any member of the tour group be included in the BI blacklist, the BI shall inform the tour operator of such fact prior to the intended date of departure in PROC;

4.2 BI shall cause the exclusion or deportation of any tour group members who fails to comply with the entry requirements or the terms and conditions of their stay in the Philippines without prejudice to the imposition of other applicable penalties under Philippine Laws;

4.3 BI shall inform the DFA, DOJ and DOT of any tour group member who is excluded or deported, as well as the names of those who fail to leave the country;

4.4 DOT and DFA shall ensure that Philippine tour operators duly accredited pursuant to this Circular shall transact business only with their counterpart foreign travel agencies who are duly accredited by the China National Tourism Administration to handle outbound tours to the Philippines;



4.5 Tour group members are not eligible for extension of their authorized stay or adjustment of immigration status;

4.6 Except in cases of medical emergency or *force majeure*, all tour group members must arrive to and depart from the Philippines in the same flight, as scheduled.

**Section 5. *Sanctions* –**

5.1 The DOT, at its own instance or upon the recommendation of any of the parties to the MOA, may suspend or revoke the accreditation or endorsement of a Philippine tour operator who shall violate any of the provisions of this Circular without prejudice to the imposition of other applicable penalties under Philippine laws; and

5.2 The BI may impose administrative fines against the Philippine Tour Operator who fails to comply with the terms and conditions of the Letter of Guarantee.

**Section 6. *Issuance of Additional Circular or Orders*** - The parties shall, whenever it deemed necessary, issue additional circulars or orders for a more effective implementation of the MOA.

**Section 7. *Separability Clause*** - The provisions of this Joint Circular are hereby declared separable and in the event that one or more of such provisions are declared invalid, the validity of all other provisions shall not be affected thereby.

**Section 8. *Effectivity*** - This Circular shall take effect fifteen (15) days after publication in a newspaper of general circulation.

Done at Manila, Philippines, this \_\_\_\_\_.

DEPARTMENT OF FOREIGN AFFAIRS

DEPARTMENT OF JUSTICE

By

By



ALBERT F. DEL ROSARIO

Secretary



LEILA M. DE LIMA

Secretary


DEPARTMENT OF TOURISM

BUREAU OF IMMIGRATION

By

By


  
RAMON R. JIMENEZ JR.

Secretary 

  
SIEGFRED B. MISON

Commissioner 

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )

**CITY OF MAKATI**

) S.S.

BEFORE ME, a Notary Public in and for Makati,  
Philippines, this 6<sup>th</sup> day of March 2015 personally appeared:

Name

TIN/GSIS/SSS/Passport  
/Driver's License/Voter's  
I.D. No.

Date & Place  
Issued

ALBERT F. DEL ROSARIO DE0010888

14 JUNE 2014  
DFA, MANILA

LEILA M. DE LIMA DE00000007

26 NOVEMBER 2010  
DFA, MANILA

RAMON R. JIMENEZ, JR.

Passport  
DE 600 3306

05-31-13  
DFA Manila

SIEGFRED B. MISON

N 16-83-033150

Driver's licence

14 Mar 2014  
Buenos Aires

all known to me and to me known to be the same persons who executed the foregoing Joint Memorandum of Agreement and they acknowledged to me that the same are their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

AUDELLA C. YAMORA  
NOTARY PUBLIC

APPT. NO. M-117 UNTIL 12/31/15  
4/F LEGAL AFFAIRS SERVICE, DOT, MAKATI CITY  
ROLL NO. 44115, IBP LIFETIME MEMBER NO. 04646  
PTR NO. 4759129 DTD 1/8/15 MAKATI CITY

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Book No. IV;

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## COOPERATION AGREEMENT

NAME OF PHILIPPINE TOUR OPERATOR (PTO) with office address at \_\_\_\_\_ represented by its Mr. \_\_\_\_\_ hereinafter referred to as PTO and NAME OF CNTA-accredited PROC TRAVEL AGENCY with office address at \_\_\_\_\_, represented by its Mr. \_\_\_\_\_ hereinafter referred to as PROC-TA jointly put forward this agreement:

Whereas PTO is a tour operator duly accredited by the Department of Tourism of the Republic of the Philippines which is authorized to engage in the handling of tour groups from the People's Republic of China, including its Special Administrative Regions;

Whereas PTO has proposed an agreement with PROC-TA specifically to encourage tour groups from the People's Republic of China;

Therefore, for and in consideration of the above premises, and pursuant to principle of mutual benefits PTO and PROC-TA hereby agree to promote PHILIPPINES as tour group destination under the tourism cooperation program to be referred to as FRIENDSHIP JOURNEY TO THE PHILIPPINES-PROC NATIONALS under the following terms and conditions:

### I. RESPONSIBILITIES OF PTO

1. Shall inform in writing all concerned government agencies, specifically the Department of Foreign Affairs, Department of Tourism and the Bureau of Immigration of this agreement and shall be responsible for the fulfillment of the requirements with the said government agencies;
2. Shall assist PROC-TA for the orderly processing of tour group visas and shall ensure that the requirements as prescribed by the Philippine Foreign Service Posts in PROC are fully complied with;
3. Shall handle the booking with hotels and transfer arrangements, including air transportation to other tourist destination of the sponsored tour groups in the next preceding paragraph. The PTO will handle the booking and reservation with the corresponding airline/s;
4. Shall require guarantors to execute an Affidavit of Support and Guarantee, and will ensure compliance with the terms of said affidavit;
5. Shall collect from PROC-TA reasonable processing charges and that the same shall be included in the statement of account to be issued to PROC-TA on a monthly basis;
6. Shall advise PROC-TA of itineraries and hotel arrangement prior to the group's departure from PROC, and shall assist in the processing of all pertinent documents pursuant to the tour group's journey;
7. Shall undertake all possible legal measures to ensure that members of tour groups do not overstay or do not become public charges in the PHILIPPINES. PTO shall bear all costs to effect the immediate repatriation to China of any tour group members who has overstayed or become a public charge in the PHILIPPINES;
8. Shall submit to the Chief, Immigration Regulation Division, Bureau of Immigration (IRD-BI), the names and dates of birth of each tour group member, twenty-four (24) hours before the arrival of the tour group; and

### II. RESPONSIBILITIES OF PROC-TA

1. Shall prepare, in coordination with PTO a form to be accomplished by PROC nationals who intend to travel to the PHILIPPINES as part of a tour group;

2. Shall formulate and implement a set of procedures and requirements to ensure that only *bona fide* tourists are allowed to join tour group;
3. Shall inform in writing the PROC Bureau of Tourism to notify the same of the existing contract with PTO;
4. Shall explain to the tour group members the itineraries and package specifications of each tour group to the PHILIPPINES;
5. Shall remit payment to PTO upon presentation of Statement of Account provided that all charges indicated therein have been previously agreed;
6. Shall apply for the necessary exit and entry permits with the concerned PROC government agencies, and for all other pertinent documents pursuant to the tour group journey;
7. Shall undertake to submit prescribed requirements to the Philippine Foreign Service Posts in PROC, including its Special Administrative Regions for the orderly and immediate processing of tour group visas.

### III. OTHER CONDITIONS

1. Before any tour group is booked for entry to the PHILIPPINES, PROC-TA shall advise PTO by telefax, telex or e-mail the name and passport numbers of tour members for E.T., reference and file.
2. PTO shall advise PROC-TA of the tour group's arrival immediately upon the group's registration with the booked hotel;
3. Any change in itinerary done by PTO for reasons beyond its control due to natural calamities or uprisings, or force majeure shall be deemed final; indemnification or refund if applicable shall be according to international rates and according to internationally accepted procedures;
4. All Quotations from PTO and PROC-TA shall be in United States dollars with equivalent value in RMB.
5. PTO shall whenever possible negotiate for reasonable hotel and land transfer rates.

### IV. VALIDITY

1. This agreement shall be valid for three (3) years.
2. Termination of this agreement must be done in writing and at least Thirty (30) days prior to the proposed date of termination.
3. PTO and PROC-TA will inform in writing all concerned government agencies of the termination of this contract.
4. The renewal of this contract is subject to mutual negotiation. In case of a new contract, PTO and PROC-TA shall furnish all concerned government agencies of each country a copy of the same.
5. Both parties undertake to renew their accreditation with concerned agencies in the PHILIPPINES particularly with the Department of Tourism and Department of Foreign Affairs, every time an agreement is signed by them.

Signed on the \_\_\_\_ th of \_\_\_\_\_, 20\_\_ in the city of \_\_\_\_\_ People's Republic of China.

PHILIPPINE TOUR OPERATOR  
Seal

PEOPLES REPUBLIC OF CHINA-TRAVEL AGENCY  
Seal



**AFFIDAVIT OF GUARANTEE**

Date: \_\_\_\_\_

**UNDERSECRETARY**

Tourism Regulation, Coordination and Resource Generation  
 The New DOT Building, No. 351 Sen. Gil Puyat Avenue  
 Makati City

Dear \_\_\_\_\_,

I have the honor to submit the name/s of the correspondent travel agency in (place where the foreign travel agency is based) hereby authorized to sponsor and arrange tour groups coming to the Philippines which is listed below for which we undertake to be responsible:

Name of Foreign Travel Agency:

Address :  
 General Manager :  
 Tel Nos. :  
 Fax Nos. :  
 E-mail Address :

As the General Manager of (name of DOT-Accredited Travel and Tour Operator and address), my agency shall guarantee the following:

1. to assume liability should any member of the aforesaid tour group fail to leave the Philippines with the group or for any violation of the provisions of the Joint Department of Foreign Affairs, Department of Justice, Department of Tourism and Bureau of Immigration Administrative Order on the handling of tour groups from the People's Republic of China and its Special Administrative Regions by Philippine Tour Operators;
2. to be held accountable for the administrative fines and such other sanctions as may be imposed as well as the expenses that may be incurred in the repatriation of any member of the group who fails to leave the Philippines with the group without prejudice to further criminal prosecution for violation of Immigration laws, rules and regulations;
3. to submit to the Bureau of Immigration (BI) a list of the names and respective dates of birth of individual tour group members twenty four (24) hours before arrival; and to inform in writing the BI, copy furnished the Undersecretary of Tourism Regulation, Coordination and Resource Generation and the Department of Foreign Affairs within twenty-four (24) hours should any tour group members disappear or be absent from the tour group itinerary or otherwise fail to leave the Philippines with the group.

Very truly yours,

NAME OF THE GENERAL MANAGER

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_ after exhibiting Residence Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_.

NOTARY PUBLIC

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 Book No. \_\_\_\_\_  
 Series of \_\_\_\_\_



DATE

NAME OF THE CONSUL GENERAL  
THE PHILIPPINE EMBASSY/CONSULATE  
Address

**LETTER OF ENDORSEMENT**

Dear \_\_\_\_\_:

Pursuant to the Provisions of the Implementing Rules and Regulations on the Memorandum of Agreement By and Among the Department of Tourism, Department of Foreign Affairs and the Bureau of Immigration on the Accreditation of Philippine Tour Operators Handling Tour Groups or Individuals from the People's Republic of China, we hereby favorably endorse **PHILIPPINE TOUR OPERATOR** with office address at \_\_\_\_\_, a DOT-accredited travel and tour operator authorized to handle tour groups from \_\_\_\_\_ which is arranged by its CNTA-accredited travel agency counterpart listed below:

Name of Foreign Travel Agency :  
Address :  
General Manager :  
Telephone No. :  
Fax No. :

Please be advised further that this DOT endorsement shall only be valid until \_\_\_\_\_ unless sooner revoked or cancelled.

Thank you very much for your usual support and cooperation.

Very truly yours,

**ATTY. MARIA VICTORIA V. JASMIN**

Undersecretary  
Tourism Regulation, Coordination and Resource Generation

Encl: as stated

cc: Visa Division, DFA – [visadiv@gmail.com](mailto:visadiv@gmail.com)  
Office of the Commissioner, BI – [attytan5@yahoo.com](mailto:attytan5@yahoo.com)

**LOE File No.** \_\_\_\_\_