

Republic of the Philippines
HOUSE OF REPRESENTATIVES
Quezon City

TWENTIETH CONGRESS
Second Regular Session



COMMITTEE REPORT NO. 550

Submitted by the Committee on Legislative Franchises on August 4, 2026.

Re: House Bill No. 10545

Recommending its approval in substitution of House Bill No. 5479

Sponsors: Representatives Jeffrey P. Ferrer and Francisco Paolo P. Ortega V

Mr. Speaker:

The Committee on Legislative Franchises to which was referred House Bill No. 5479, introduced by Representative Francisco Paolo P. Ortega V, entitled:

“AN ACT RENEWING FOR ANOTHER FIFTY (50) YEARS THE FRANCHISE GRANTED TO PHILIPPINE AIRLINES, INC. UNDER PRESIDENTIAL DECREE NO. 1590 ENTITLED "AN ACT GRANTING A NEW FRANCHISE TO PHILIPPINE AIRLINES, INC. TO ESTABLISH, OPERATE, AND MAINTAIN AIR-TRANSPORT SERVICES IN THE PHILIPPINES AND OTHER COUNTRIES”

has considered the same and recommends that the attached House Bill No. 10545, entitled:

“AN ACT RENEWING FOR ANOTHER FIFTY (50) YEARS THE FRANCHISE GRANTED TO PHILIPPINE AIRLINES, INC. UNDER PRESIDENTIAL DECREE NO. 1590, ENTITLED, “AN ACT GRANTING A NEW FRANCHISE TO PHILIPPINE AIRLINES, INC. TO ESTABLISH, OPERATE, AND MAINTAIN AIR-TRANSPORT SERVICES IN THE PHILIPPINES AND OTHER COUNTRIES”

be approved in substitution of House Bill No. 5479 with Reps. Francisco Paolo P. Ortega V, Jeffrey P. Ferrer, Rufus B. Rodriguez, Maximo B. Rodriguez, Jr., and Roy M. Gonzales as authors thereof.

Respectfully submitted:

A handwritten signature in dark ink, appearing to read 'JEFFREY P. FERRER', with several horizontal strokes extending to the left.

REP. JEFFREY P. FERRER

Chairperson

Committee on Legislative Franchises

**THE HONORABLE SPEAKER
HOUSE OF REPRESENTATIVES
QUEZON CITY**

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TWENTIETH CONGRESS
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House Bill No. 10545

Introduced by Representatives Francisco Paolo P. Ortega V, Jeffrey P. Ferrer,
Rufus B. Rodriguez, Maximo B. Rodriguez, Jr., and Roy M. Gonzales

AN ACT
RENEWING FOR ANOTHER FIFTY (50) YEARS THE FRANCHISE GRANTED TO
PHILIPPINE AIRLINES, INC. UNDER PRESIDENTIAL DECREE NO. 1590, ENTITLED,
“AN ACT GRANTING A NEW FRANCHISE TO PHILIPPINE AIRLINES, INC. TO
ESTABLISH, OPERATE, AND MAINTAIN AIR-TRANSPORT SERVICES IN THE
PHILIPPINES AND OTHER COUNTRIES”

Be it enacted by the Senate and House of Representatives of the Philippines in Congress assembled:

1 **Section 1. Nature and Scope of the Franchise.** - Subject to the provisions of the
2 Constitution and applicable laws, rules and regulations, there is hereby granted to
3 Philippine Airlines, Inc., hereinafter referred to as the Grantee, a franchise to establish,
4 operate, and maintain transport services for the carriage of passengers, mail, and
5 property by air in and between any and all points and places throughout the Philippines,
6 and between the Philippines and other countries.

7 **Sec. 2. Responsibility to the Public.** - Except in case of force majeure and
8 whenever weather conditions permit, the Grantee shall maintain scheduled and/or
9 nonscheduled and/or charter air-transport services in and between any and all points and
10 places throughout the Philippines as well as between the Philippines and other countries
11 at such frequencies as traffic needs may require.

12 **Sec. 3. Rates for Services and Regulatory Compliance.** - The Grantee shall fix
13 just and reasonable rates for the transportation of passengers, mail, and property, subject
14 to the regulations and approval of the Civil Aeronautics Board or such other regulatory
15 agency as the Government may designate for this purpose. Any order of the Civil
16 Aeronautics Board (CAB) made under this Section shall be subject to review upon filing
17 of an appropriate case before the courts.

1 All aircraft used by the Grantee and the flight-crew members operating such
2 aircraft shall be licensed by the Government of the Philippines and together with its
3 accessories and equipment shall at all times be in airworthy condition; they shall be
4 equipped with radio communication, safety and other equipment, and shall be operated
5 and maintained in accordance with the regulations and technical requirements of the Civil
6 Aviation Authority of the Philippines or such other regulatory body as the Government
7 may prescribe for this purpose.

8 The Grantee's equipment and the operation of such equipment shall at all times
9 be subject to inspection and regulation by the Civil Aviation Authority of the Philippines
10 (CAAP) whose decisions on technical matters shall be binding until revoked or annulled
11 by superior authority under whose control this office falls or by the courts for grave abuse
12 of discretion amounting to lack or excess of jurisdiction.

13 The Grantee shall comply with the provisions of Republic Act No. 776, otherwise
14 known as "The Civil Aeronautics Act of the Philippines", and the regulations promulgated
15 thereunder from time to time.

16 **Sec. 4. Term of Franchise.** - This franchise shall be for a term of fifty (50) years
17 from the expiration of the Grantee's existing franchise under Presidential Decree No.
18 1590. This franchise shall be deemed *ipso facto* revoked in the event the Grantee fails to
19 operate continuously for two (2) years.

20 **Sec. 5. Landing Facilities.** - Subject to such terms and conditions as the
21 Philippine Government may prescribe, the Grantee may use landing and other airport
22 facilities on land or water as may be maintained or owned by the Government within the
23 Philippines on the Grantee's lines, excepting those which in the opinion of said
24 Government may not be used by the Grantee because of military or naval considerations,
25 and, reciprocally, the Philippine Government shall have the right to use the landing and
26 other airport facilities on land or water maintained or owned by the Grantee in the
27 Philippines.

28 **Sec. 6. Radio and Wireless Communication.** - The Grantee shall have the right,
29 at its terminals and landing fields as well as in its aircraft, to construct, operate and
30 maintain stations or transmitting sets for wireless telegraphy and direction finding, and
31 other radio aids to air navigation using wave lengths as shall be in accordance with the
32 rules and regulations made from time to time by the Philippine Government; but the
33 wireless communication facilities shall be used solely for receiving and transmitting
34 weather forecasts and messages releasing to the Grantee's aircraft and other matters in
35 connection with the Grantee's services.

36 **Sec. 7. Government Contracts.** - The Grantee is authorized to enter into
37 transportation contracts with the Philippine Government, including the carrying of mail,
38 upon terms and conditions to be mutually agreed upon. The Grantee shall give
39 preferential considerations to contracts with the Philippine Government, and, reciprocally,
40 the latter shall give preferential considerations to contracts with the Grantee in the
41 carrying of passengers, mail, and freight.

1 **Sec. 8. Right of Government in Emergencies.** - A special right is hereby
2 reserved to the President of the Philippines, in times of war, rebellion, public peril,
3 calamity, emergency, disaster, or disturbance of peace and order, to temporarily take
4 over and operate the facilities or equipment of the Grantee; to temporarily suspend the
5 operation of any facility or equipment in the interest of public safety, security and public
6 welfare; or to authorize the temporary use and operation thereof by any agency of the
7 government, upon due compensation to the Grantee, for the use of said facilities or
8 equipment during the period when these shall be so operated.

9 **Sec. 9. Warranty in Favor of National and Local Governments.** - The Grantee
10 shall hold the national, provincial, and municipal governments of the Philippines harmless
11 from all claims, accounts, demands, or actions arising out of accidents or injuries, whether
12 to property or to persons, caused by the operation of the services under the franchise
13 hereby granted.

14 **Sec. 10. Right of Eminent Domain.** - With the approval of the President of the
15 Philippines, and subject to the limitations and procedure prescribed by law, the Grantee
16 shall be authorized to exercise the right of eminent domain as may be reasonably
17 necessary for its stations and other structures in connection with the Grantee's activities
18 and operations.

19 **Sec. 11. Tax Provisions.** - The Grantee, its successors or assignees, shall be
20 liable to pay the corporate income tax, value-added tax, and real property tax, exclusive
21 of this franchise, as may be provided by applicable law.

22 The tax paid by the Grantee shall be in lieu of all other taxes, duties, royalties,
23 registration, license, and other fees and charges of any kind, nature, or description,
24 imposed, levied, established, assessed, or collected by any municipal, city, provincial, or
25 national authority or government agency, now or in the future, including but not limited to
26 the following:

- 27 1. All taxes, duties, charges, royalties, or fees due on local purchases by the
28 Grantee of aviation gas, fuel, and oil, whether refined or in crude form, and
29 whether such taxes, duties, charges, royalties, or fees are directly due from or
30 imposable upon the purchaser or the seller, producer, manufacturer, or importer
31 of said petroleum products but are billed or passed on the Grantee either as part
32 of the price or cost thereof or by mutual agreement or other arrangement;
33 provided, that all such purchases by, sales or deliveries of aviation gas, fuel,
34 and oil to the Grantee shall be for exclusive use in its transport and non-transport
35 operations and other activities incidental thereto;
- 36 2. All taxes, including compensating taxes, duties, charges, royalties, or fees due
37 on all importations by the Grantee of aircraft, engines, equipment, machinery,
38 spare parts, accessories, tools, commissary and catering supplies, aviation gas,
39 fuel, and oil, whether refined or in crude form and other articles, supplies, or
40 materials; provided, that such articles or supplies or materials are imported for
41 the use of the Grantee in its transport and non-transport operations and other

activities incidental thereto and are not locally available in reasonable quantity, quality, or price;

3. All taxes on lease rentals, interest, fees, acquisition price and other charges payable to lessors or vendors, whether foreign or domestic, of aircraft, engines, equipment, machinery, spare parts, and other property acquired, rented, leased, chartered, or mortgaged by the Grantee where the payment of such taxes is assumed by the Grantee;

4. All taxes on interest, fees, and other charges on foreign loans obtained and other obligations incurred by the Grantee where the payment of such taxes is assumed by the Grantee; and

5. All taxes, fees, and other charges on the registration, licensing, acquisition, and transfer of aircraft, equipment, motor vehicles, and all other personal and real property of the Grantee.

For purposes of computing the basic corporate income tax as provided herein, the Grantee is authorized:

(a) To depreciate its assets to the extent of not more than twice as fast the normal rate of depreciation; and

(b) To carry over as a deduction from taxable income any net loss incurred in any year up to five years following the year of such loss.

Sec. 14. Income Tax Filing and Gross Revenues. - The Grantee shall pay the basic corporate income tax on a quarterly basis in accordance with the National Internal Revenue Code, as amended. A final or an adjustment return covering the operation of the Grantee for the preceding calendar or fiscal year shall be filed on or before the fifteenth day of the fourth month following the close of the calendar or fiscal year. The amount of the income tax to be paid by the Grantee shall be the balance of the total income tax shown in the final or adjustment return after deducting therefrom the total quarterly franchise or income taxes already paid during the preceding first three quarters of the same taxable year.

Any excess of the total quarterly payments over the actual annual income tax due as shown in the final or adjustment income-tax return shall either be refunded to the Grantee or credited against the Grantee's quarterly franchise or income-tax liability for the succeeding taxable year or years at the option of the Grantee.

The term "gross revenues" is herein defined as the total gross income earned by the Grantee from; (a) transport, non-transport, and other services; (b) earnings realized from investments in money-market placements, bank deposits, investments in shares of stock and other securities, and other investments; (c) total gains net of total losses realized from the disposition of assets and foreign-exchange transactions; and (d) gross income from other sources.

1 **Sec. 15. Employment of Foreign Nationals.** - The provisions of existing laws to
2 the contrary notwithstanding, the Grantee is hereby authorized, without need of approval
3 by or clearance from any government agency, to hire or employ foreign nationals with
4 special qualification, competence, or experience who are needed by the Grantee for the
5 efficiency and improvement of its operations and other business activities; *Provided*, That
6 notice of such employment shall be given by the Grantee to all the government agencies
7 concerned and such foreign national shall register with the Bureau of Immigration within
8 thirty (30) days from the date of such employment.

9 **Sec. 16. Authority to Contract Foreign Loans.** - The Grantee is hereby
10 authorized to contract loans and credits in any convertible foreign currency and incur
11 indebtedness from time to time from foreign governments, foreign banks, or any foreign
12 or international financial, institution or fund sources, or to issue bonds, notes, debentures,
13 and other evidences of indebtedness under such terms and conditions as it shall deem
14 appropriate for the accomplishment of its purpose.

15 The loans, credits, indebtedness contracted under this Section by the Grantee,
16 and the payment of the principal, interest, fees, and other charges thereon shall be
17 exempt from any and all taxes, including withholding tax; *Provided*, That the liability for
18 the payment of such taxes is assumed by the Grantee.

19 **Sec. 17. Tax Exemption on Lease and Purchase Payments.** - All payments,
20 rentals, interest, fees, and other charges paid by the Grantee to foreign or domestic
21 entities for the sale, purchase, or lease of aircraft, engines, spare parts, other flight or
22 ground equipment, and other personal property shall be exempt from all taxes, including
23 withholding tax; *Provided*, That the liability for the payment of said taxes is assumed by
24 the Grantee.

25 The term "foreign lessor" shall be construed to apply to a foreign entity or alien
26 individual, whether resident or nonresident, which enters into a lease contract with the
27 Grantee for the lease of aircraft, engines, spare parts, other flight or ground equipment,
28 and other personal property wherein the rentals, interest, fees, or charges are
29 denominated or payable in foreign currency.

30 **Sec. 18. Sale, Lease, Transfer, Usufruct, or Assignment of Franchise.** - The
31 Grantee shall not sell, lease, transfer, grant the usufruct of, nor assign this franchise or
32 the rights and privileges acquired thereunder to any person, firm, company, corporation
33 or entity, nor merge with any other corporation or entity, nor shall the controlling interest
34 of the Grantee be transferred, whether as a whole or in part, and whether simultaneously
35 or contemporaneously, to any such person, firm, company, corporation or entity without
36 the prior approval of the Congress of the Philippines, except when the transfer is done:
37 (a) through a stock exchange transaction; (b) for purposes of qualifying persons for
38 election to the board; (c) to a corporation that is controlled by the same stockholders as
39 that of the Grantee; (d) to person, firm, company, corporation or entity with a valid and
40 existing legislative franchise for air transport services; or (e) where the Grantee is the
41 surviving corporation: *Provided*, That the foregoing limitations shall not apply to: (1) any
42 sale or transfer of shares of stock to a foreign investor or investors; (2) any issuance of

1 shares to a foreign or local investor pursuant to or in connection with any increase in the
2 Grantee's authorized capital stock which results in the dilution of the stockholdings of the
3 Grantee's then existing stockholders; or (3) any combination thereof where such sale,
4 transfer, or issuance is effected in order to enable the Grantee to raise the necessary
5 capital or financing for the provision of the services for which the Grantee has been
6 incorporated or organized: *Provided, further,* That any such sale, transfer, or issuance is
7 in accordance with any applicable Constitutional provision. Any person or entity to which
8 this franchise is validly sold, transferred or assigned shall be subject to all the same
9 conditions, terms, restrictions and limitations of this Act.

10 **Sec. 19. Fuel Supply Security And Consumer Protection** — In the interest of
11 protecting passengers, cargo shippers, and the general public from extreme fuel price
12 volatility arising from crisis, war, geopolitical disruption, supply chain interruption, national
13 emergency, and other similar extraordinary exigencies, the Grantee shall adopt and
14 maintain a fuel supply security framework that the Grantee may determine to be
15 financially prudent and operationally feasible, for the duration of this franchise: *Provided,*
16 That this framework shall be consistent with applicable aviation safety standards:
17 *Provided, further,* That any adjustment to the Grantee's passenger or freight rates during
18 a declared fuel crisis or state of national emergency shall be made only in accordance
19 with applicable rate regulations and subject to the prior approval or authorization of the
20 CAB.

21 The Grantee shall submit to the CAB a Fuel Risk Management and Contingency
22 Plan: *Provided,* That the Grantee shall not be required to disclose commercially sensitive
23 or proprietary contractual terms in complying with this requirement.

24 **Sec. 20. Labor Rights And Employment Security** — The Grantee shall create
25 employment opportunities and accept on-the-job trainees in its franchise operations:
26 *Provided,* That priority shall be accorded to Filipino workers, and in particular to residents
27 of the place where the principal office of the Grantee is located: *Provided, further,* That
28 the Grantee shall comply with all applicable labor standards, wage orders, allowance
29 entitlements, and other employee benefits under existing labor laws, rules and regulations
30 and similar issuances: *Provided, finally,* That the renewal, extension, or implementation
31 of the franchise granted under this Act shall not be used as a ground, pretext, or occasion
32 for the unjust or arbitrary termination of regular employees, and any separation of regular
33 employees must be grounded on valid and authorized causes under the Labor Code of
34 the Philippines and its implementing rules, with due notice and observance of due
35 process.

36 The employment opportunities or jobs created shall be reflected in the General
37 Information Sheet (GIS) of the Grantee to be submitted to the Securities and Exchange
38 Commission (SEC) annually.

39 **Sec. 21. Reportorial Requirement.**— The Grantee shall submit an annual report
40 to the Congress of the Philippines, through the Committee on Legislative Franchises of
41 the House of Representatives and the Committee on Public Services of the Senate, on

1 its compliance with the terms and conditions of this franchise and on its operations on or
2 before April 30 of every year during the term of its franchise.

3 The annual report shall include an update on the commencement of activities,
4 development, operation and expansion of business; audited financial statements; latest
5 GIS officially submitted to the SEC, if applicable; certification of the CAB and CAAP on
6 the status of its permits and operations; and an update on the dispersal of ownership
7 undertaking, if applicable.

8 The reportorial compliance certificate issued by Congress shall be required before
9 any application for permit or certificate is accepted by the CAB and CAAP.

10 **Sec. 22. Fine.**— The failure of the Grantee to submit the requisite annual report to
11 Congress shall be penalized with a fine in the amount of One thousand pesos (P1000.00)
12 per working day of non-compliance which shall be collected by the CAB. The fine shall
13 be collected separately from the reportorial penalties imposed by the CAB and shall be
14 remitted to the Bureau of the Treasury.

15 **Section 23. Non-Exclusivity and Equality Clause.** - This franchise shall not be
16 interpreted to mean an exclusive grant of the privileges herein provided for. However, in
17 the event that any competing individual, partnership, or corporation shall receive a similar
18 permit or franchise with terms and/or provisions more favorable than those herein granted
19 or which tend to place the Grantee herein at any disadvantage, then such term and/or
20 provision shall, *ipso facto*, become part hereof and shall operate equally in favor of the
21 Grantee herein.

22 **Section 24. Repealability Clause.** -This franchise is granted with the
23 understanding that it shall be subject to amendment, alteration, or repeal by Congress
24 when the public interest so requires.

25 **Section 25. Separability Clause.** - If any section or provision of this franchise is
26 held or declared unconstitutional or invalid by a competent court in a final judgment, the
27 other sections or provisions hereof shall continue to be in force as if the section or
28 provision so annulled or voided had never been incorporated in this franchise.

29 **Section 26. Repealing Clause.** - All laws, decrees, orders, instructions, and rules
30 and regulations or parts thereof which are inconsistent herewith are hereby repealed or
31 modified accordingly.

32 **Section 27. Effectivity.** - This Act shall take effect fifteen (15) days after its
33 publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,

FACT SHEET

House Bill No. **10545**

(In substitution of House Bill No. 5479)

(Approved by the Committee on 20 May 2026)

AN ACT RENEWING FOR ANOTHER FIFTY (50) YEARS THE FRANCHISE GRANTED TO PHILIPPINE AIRLINES, INC. UNDER PRESIDENTIAL DECREE NO. 1590, ENTITLED, “AN ACT GRANTING A NEW FRANCHISE TO PHILIPPINE AIRLINES, INC. TO ESTABLISH, OPERATE, AND MAINTAIN AIR-TRANSPORT SERVICES IN THE PHILIPPINES AND OTHER COUNTRIES”

Introduced by: **REPRESENTATIVES FRANCISCO PAOLO P. ORTEGA V, JEFFREY P. FERRER, RUFUS B. RODRIGUEZ, MAXIMO B. RODRIGUEZ, JR., and ROY M. GONZALES**

Committee Referral: **COMMITTEE ON LEGISLATIVE FRANCHISES**

Committee Chairperson: **HON. JEFFREY P. FERRER**

OBJECTIVE:

- To allow the Philippine Airlines, Inc. (PAL) to continue its effective public service through air transport services in the Philippines.

KEY PROVISIONS

- Grants PAL a 50-year franchise term from the expiration of its existing franchise under P.D. 1590.
- Mandates PAL to maintain scheduled, nonscheduled, and charter air-transport services domestically and internationally, subject to air traffic .
- Requires PAL to comply with Civil Aeronautics Board (CAB) and Civil Aviation Authority of the Philippines (CAAP) regulations on rates, safety, and technical standards.
- Authorizes PAL to use government-owned landing and airport facilities, subject to national security considerations, and reciprocally allows government use of PAL facilities.
- Grants the President of the Philippines authority to temporarily take over PAL’s facilities during war, rebellion, calamity, or emergencies, with due compensation.
- Holds PAL liable for accidents or injuries arising from its operations, indemnifying national and local governments.

- Authorizes PAL to exercise eminent domain for landing facilities and hangar, and other related structures, subject to law and just compensation.
- Provides a comprehensive tax framework, including exemptions on aviation fuel, aircraft importations, lease rentals, foreign loans, and related transactions, while requiring payment of corporate income tax, VAT, and real property tax.
- Allows PAL to employ foreign nationals with specialized expertise, subject to registration requirements.
- Authorizes PAL to contract foreign loans and issue bonds, exempt from certain taxes, provided liability is assumed by PAL.
- Prohibits transfer, sale, or assignment of the franchise without prior Congressional approval, with limited exceptions for capital raising and stock transactions.
- Fuel Supply Security and Consumer Protection: Requires PAL to adopt a Fuel Risk Management and Contingency Plan to protect passengers and shippers from extreme fuel price volatility during crises, subject to CAB oversight.
- Labor Rights and Employment Security: Mandates PAL to create employment opportunities, prioritize Filipino workers, comply with labor standards, and prohibits unjust termination of regular employees due to franchise renewal.
- Imposes reportorial requirements, including annual submission to Congress of audited financial statements, GIS, CAB and CAAP certifications, and updates on operations.
- Penalizes failure to submit annual reports with fines of ₱1,000 per working day of non-compliance, collected by CAB and remitted to the Bureau of the Treasury.
- Includes a non-exclusivity and equality clause, ensuring PAL enjoys equal privileges if competitors are granted more favorable terms.
- Provides for amendment, alteration, or repeal of the franchise by Congress when public interest requires.
- Contains separability, amendment, and repealing clauses.
- Franchise takes effect 15 days after publication in the *Official Gazette* or a newspaper of general circulation.

RELATED LAW

- Presidential Decree No. 1590 – AN ACT GRANTING A NEW FRANCHISE TO PHILIPPINE AIRLINES, INC. TO ESTABLISH, OPERATE, AND MAINTAIN AIR-TRANSPORT SERVICES IN THE PHILIPPINES AND OTHER COUNTRIES