

**SCHOLARSHIP AGREEMENT**  
(Graduate Program – Local)

KNOW ALL MEN BY THESE PRESENTS:

This Scholarship Agreement ("Agreement") is made and entered into this     , 2016 in Quezon City, Philippines by and among:

The COMMISSION ON HIGHER EDUCATION (CHED), a government regulatory agency of the Republic of the Philippines established under Republic Act No. 7722, with principal office address at the Higher Education Development Center (HEDC), C.P. Garcia Ave., UP Campus, Diliman, Quezon City, represented herein by, Dr. PATRICIA B. LICUANAN, in her capacity as Chairperson, hereinafter referred to as the "CHED";

The VISAYAS STATE UNIVERSITY, a higher education institution with principal office at Visca, Baybay City, Leyte represented herein by, DR. EDGARDO E. TULIN, in his capacity as University President, hereinafter referred to as "Sending Higher Education Institution" or "SHEI";

- and -

MAGDALENE C. UNAJOAN of legal age, Filipino and with residence at SITIO RIVERSIDE, KILIM, BAYBAY CITY, LEYTE hereinafter called the "GRANTEE".

**WITNESSETH**

**WHEREAS**, Republic Act (RA) No. 7722 provides that it is the responsibility of the State to (1) protect, foster and promote the right of all citizens to affordable quality education at all levels, and (2) take appropriate steps to ensure that education shall be accessible to all. Republic Act (RA) No. 7722 further mandates CHED to (1) formulate and recommend development plans, policies, priorities and programs on higher education and research, and (2) identify, support and develop potential centers of excellence in program areas needed for the development of world-class scholarship, nation building and national development;

**WHEREAS**, pursuant to this mandate, CHED seeks to upgrade the academic qualifications of higher education faculty during the period of transition to the K to 12 system;

**WHEREAS**, CHED approved CHED Memorandum Order No. 03, s. 2016 entitled "Guidelines on Graduate Education Scholarships for Faculty and Staff Development in the K to 12 Transition Period." which sets forth the procedures, priorities, and regulation of scholarships awarded to Grantees beginning in the K to 12 Transition Period;

**WHEREAS**, the SHEI is in need of improving the qualifications of its faculty teaching in the identified priority fields, and hence, has allowed the GRANTEE to undertake full/part time graduate degree study (local) in any of the identified delivering higher education institutions (DHEIs);

**WHEREAS**, the GRANTEE is ready, willing and able to undertake full/part time graduate degree study (local) in any of the identified DHEIs and by acceptance of this scholarship/grant, GRANTEE agrees to comply with relevant laws, rules, regulations, policies and procedures of CHED, SHEI, and DHEI.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties involved agree, as they do hereby agree, to fulfill the following terms and conditions of the aforementioned scholarship program.



## **B. GRANTEE's Representations and Warranties**

1. GRANTEE is a Filipino citizen not more than 52 years old for the master's degree program, or not more than 50 years old for the doctoral degree program; or not more than 60 years old for Dissertation Grants, Professional Advancement Grants, and Post-Doctoral Fellowships, unless otherwise allowed by CHED on a case-to-case basis;
2. GRANTEE shall pursue graduate studies in a CHED-recognized DHEI, in a discipline aligned with her teaching specialization. GRANTEE for thesis/dissertation grants may pursue graduate studies in a non-CHED recognized DHEI; GRANTEE is in good health and of good moral character;
3. GRANTEE demonstrates strong academic record;
4. GRANTEE has no pending criminal charges, and shall not have been convicted for violation of any Philippine Law; and
5. GRANTEE shall fulfill all the Terms and Conditions of the scholarship, including a re-entry plan and return service obligation as agreed with her respective SHEI, consistent with the guidelines set by CHED.

## **C. GRANTEE's Obligations and Responsibilities**

1. GRANTEE for master's or doctoral degrees shall enroll based on the approved plan of study or at least nine (9) units study load per term except during the last term.
2. GRANTEE shall enroll in the program of study and field of specialization and shall not change the program of study or specialization without first securing the written permission from both the SHEI and CHED.
3. GRANTEE shall finish the degree within two (2) years for master's and three (3) years for doctoral degree. The time limit for the doctoral degree may be extended to four (4) years provided that the extension shall be to undertake further research for the doctoral dissertation. The time limit shall be adjusted accordingly for GRANTEE who avails of the grant for ongoing master's or doctoral degrees according to the units of coursework and/or amount of research still to be undertaken.
4. GRANTEE shall avail of the tuition privilege of a particular subject only once. CHED shall not shoulder any subjects being retaken or re-enrolled.
5. GRANTEE shall seek written clearance from CHED two (2) weeks before leaving the country while the scholarship Agreement is in force.
6. GRANTEE shall make the following submissions to CHED for the duration of the scholarship, through the DHEI or the CHED Online Portal, when available:

Document	Submission Period
1. Plan of Study approved by adviser from DHEI	Immediately after registration, not later than two weeks after the beginning of class
2. Authenticated copies of registration	
3. Authenticated copies of grades per term	On or before the beginning of the next term immediately following completed term
4. Copy of thesis or dissertation	Before the start of the last semester of the degree program's completion
5. Final Re-entry and action plan	
6. Diploma and Transcript of Records (TOR)	Within one (1) month after graduation

1. The SHEI and GRANTEE shall agree on a re-entry plan for the GRANTEE upon completion of her degree, according to the standards set by the CHED.
2. GRANTEE shall render return service on the semester immediately following completion of her degree, as approved upon submission of nomination. Return service shall be in the form of teaching, research or extension, based on mutually agreed-upon terms between the GRANTEE and the SHEI and shall be compensated according to the



2. The SHEI shall maintain up-to-date profiles and supply all other information required on the CHED Online Portal, when available.
3. While CHED deems that all GRANTEE's are on Leave of Absence (LOA) without pay from the SHEI for the duration of the scholarship, SHEIs are encouraged to provide counterpart funding or other forms of support to GRANTEE, especially when the regular salary of GRANTEE is higher than the living allowance amount provided by CHED. SHEI may work out an internal arrangement with GRANTEE in line with the Collective Bargaining Agreement, when applicable, and/or in which the faculty is not on LOA, for as long as he/she is able to entirely comply with the Terms and Conditions of the scholarship.
4. In the event of a delay in disbursement of funds for GRANTEE's, SHEIs shall be requested to provide bridge funding that shall be reimbursed by CHED upon presentation of relevant documents.
5. SHEI may endorse GRANTEE's written request for deferment, subject to meritorious justification.
6. The collection/deduction of a GRANTEE's payment obligation shall be the responsibility of the SHEI, together with CHED, subject to evaluation and approval by CHED of the terms for the payment of obligation.
7. The SHEI shall be in charge of monitoring the return service and shall inform CHED of the status of the same. Upon completion, SHEI shall send CHED a written notice affirming the GRANTEE's completion of the obligation, after which CHED shall issue a Certificate of Completion to GRANTEE and relieve him/her of all obligations under the grant.
8. The SHEI shall recommend to the CHED the termination of GRANTEE's scholarship should the grounds in Section H arise.
9. The SHEI, together with the GRANTEE, shall agree on a reentry plan for the GRANTEE upon completion of her degree, according to the standards set by CHED.
10. The SHEI, together with the GRANTEE, shall agree upon terms for the return service which shall be in the form of teaching, research or extension and shall be compensated according to the policies of the SHEI.
11. SHEI shall honor and faithfully comply with the provisions of the return service agreement, including but not limited to, implementation of GRANTEE's re-entry action plan.
12. SHEI shall extend full cooperation to CHED to ensure smooth implementation and coordination between both parties, including but not limited to, attending workshops/seminars organized by CHED;
13. The SHEI undertakes that during the period of the GRANTEE's scholarship award, GRANTEE's tenureship/years of service will still be continuing and her availment of the grant shall not result to a break in service.

#### **F. Leave of Absence or Deferred Enrollment**

1. GRANTEE shall not be allowed to defer enrollment except for:
  - a. Poor health of grantee (if the grant is already ongoing), certified by a government physician;
  - b. Maternity Leave of Absence (LOA) of the grantee;
  - c. Other meritorious reason acceptable to the SHEI, the DHEI and the Commission.
2. An approved LOA shall first be obtained by the GRANTEE from the DHEI, then submitted to CHED along with a written request for deferment and an endorsement from the SHEI. If found acceptable, CHED shall approve said request in writing.
3. Should GRANTEE receive full privileges during the term, notwithstanding that GRANTEE/or went on approved LOA from DHEIs and scholarship deferment from CHED during the said term, the proportionate amount shall be deducted from GRANTEE's entitlements in the succeeding term.

#### **G. Grounds for Termination of Scholarship**

CHED reserves the right to terminate the scholarship, upon recommendation of the SHEI and/or the DHEI, under any of the following circumstances:



#### **K. Non-Waiver**

The failure of CHED to insist upon the strict performance of any terms, conditions and covenants hereof shall not be deemed a relinquishment of waiver of any subsequent breach or default of such terms and conditions and covenants.

#### **L. Attorney's Fees**

In the event of any suit against CHED for the enforcement of any stipulation of this Agreement or right under this Agreement, the suing party shall pay CHED attorney's fees which shall not be less than P 30,000.00 for services before the Metropolitan Trial Court; and not less than P 50,000.00 for services before the Regional Trial Court, in addition to the other damages, expenses, costs of the suit.

#### **M. Litigation and Venue**

In the event judicial relief against any party is filed by CHED before the regular courts, for the enforcement of the terms and conditions in the Agreement, the guilty party in addition to any other damages and attorney's fees that may be awarded by the court, agrees to pay ten percent (10%) of the amount claimed but in no case less than Ten Thousand Pesos as liquidated damage, aside from the costs of litigation and other expenses which the law entitles the aggrieved party to recover. The parties agree that the venue of court action shall be exclusively in the proper courts of Quezon City.

#### **N. Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

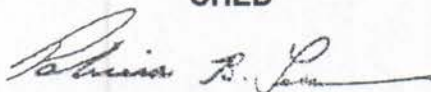
#### **O. Effectivity**

This Agreement shall take effect upon its execution and shall be in full force and effect until the completion of GRANTEE'S Doctor in Information Technology degree course until sooner terminated for causes provided for in this Agreement and CHED Guidelines.

IN WITNESS WHEREOF, the parties hereto, through their respective representatives, have hereunto set their hands this \_\_\_ day of 2016, Quezon City, Philippines.

AUG 05 2016

CHED



Patricia B. Licuanan, Ph.D.  
Chairperson

SIGNED IN THE PRESENCE OF:



Karol Mark R. Yee  
Program Director  
CHED K to 12 Transition PMU

CERTIFIED TRUE COPY

NAME: FRANZ ARIS OLVIDO

SIGNATURE

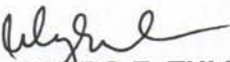
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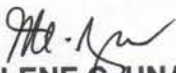
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IN WITNESS WHEREOF, the parties hereto, through their respective representatives, have hereunto set their hands this \_\_\_\_ day of \_\_\_\_ 2016, Baybay City, Leyte Philippines.


**SHEI**

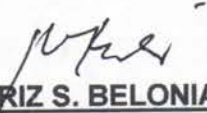
  
**EDGARDO E. TULIN**  
*University President*

**GRANTEE**

  
**MAGDALENE C. UNAJAN**  
*Faculty/Staff*

**SIGNED IN THE PRESENCE OF:**

  
**LOURDES B. CANO**  
*Secretary, VSFC*

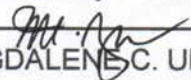
  
**BEATRIZ S. BELONIAS**  
*Vice President for Instruction*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF BAYBAY ) s.s

BEFORE ME, a Notary Public for and in BAYBAY CITY, LEYTE on  
JUN 14 2016, personally appeared the following, to wit:


Name	Valid ID/Passport Number	Date & Place Issued
EDGARDO E. TULIN University President	VSU ID V000522	Baybay City, Leyte
 MAGDALENE C. UNAJOAN Faculty/Staff	VSU ID V000525	Baybay City, Leyte

**KNOWN TO ME** to be the same persons who executed the foregoing Scholarship Agreement consisting of \_\_\_ pages including this page and acknowledged to me that the same is their own free act and deed.

**WITNESS MY HAND AND SEAL** on this \_\_\_ day of JUN 14 2016 201\_\_.

Doc No. 923.  
Page No. 85.  
Book No. XIII.  
Series of 2016.

Notary Public

  
**ATTY. RYSAN C. GUINOCOR**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2016  
PTR 0122719-BAYBAY, LEYTE-1/07/16  
IBP 1010-113-TAGLOBAN CITY-2/11/16  
MCLE COMP. CERT. V-0009580-07-20-15  
ROLL NO. 57467

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# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY, NCR ) S.S

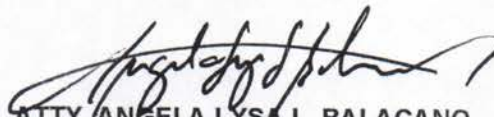
BEFORE ME, a Notary Public for and in Quezon City on AUG 05 2016, personally  
appeared the following, to wit:

Name	Valid ID/Passport Number	Date & Place Issued
Patricia B. Licuanan, Ph.D.	CHED ID No. CO-0291	September 14, 2012 Quezon City

KNOWN TO ME to be the same persons who executed the foregoing document  
and acknowledged to me that the same is their own free act and deed.

WITNESS MY HAND AND SEAL on this \_\_\_\_\_ day of AUG 05 2016, 2016.

NOTARY PUBLIC



ATTY. ANGELA LYSA L. BALACANO

Notary Public for and in Quezon City

18 South Maya Drive, Philam Homes, QC

ADM Matter No. NP-272

Roll of Attorney No. 61252

IBP No. 012860 (Lifetime Member); Quezon City

PTR No. 5339494; 01-13-2016; Makati City

MCLE Compliance No. V-0011405

My Commission expires on 12-31-2017

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Page No. 108  
Book No. 1  
Series of 2016.