



UV Scholarship Program: Empowering Equitable Access to Quality Education for All

The University of the Visayas (UV) demonstrates a strong commitment to meaningful education around the Sustainable Development Goals (SDGs), ensuring that learning is attuned, relevant and applicable to all students. SDG principles are integrated across academic programs, community outreach, research, co-curricular activities, and scholarship programs, providing equitable access to opportunities for learners from diverse backgrounds.

The UV offers a variety of scholarship programs to support students from different backgrounds and needs. Academic scholarships provide substantial tuition discounts and there are also athletics and cultural scholarships for students active in sports or arts, granting tuition relief in exchange for their contributions. For those who need financial support while studying, UV offers non-academic or student-assistantship scholarships, allowing students to work part-time while completing their studies. Additionally, UV accepts externally funded scholarships and grants — including government-sponsored aid and local government scholarship programs — widening access to higher education. Through these programs, UV demonstrates its commitment to accessible, inclusive education, giving deserving students the opportunity to pursue their academic goals regardless of economic or social background.

For the 1st semester of AY 2024-2025, there are a total of 4,346 students who became recipients of the various scholarship programs broken down as follows: 2,586 students for academic scholarships, 52 students for athletics, 86 for cultural, 231 for student assistantships and 1,391 students for other discounts and privileges.

Through courses, seminars, research projects, and partnerships with government agencies, NGOs, and local communities, UV equips students with the knowledge and skills to address social, environmental, and economic challenges locally and regionally. By embedding SDG awareness into curricula and campus initiatives and activities including scholarships, the university fosters socially responsible and updated graduates who are prepared to contribute meaningfully to sustainable development locally, nationally, and globally.

Evidence	Links
Summary of Beneficiaries for Scholarships & Privileges, AY 2024-2025	-Attached-
Summary of Memorandum of Agreements with Partners	-Attached-
Policy on Academic Scholarship Programs	-Attached-
Guidelines on Non-Academic Scholarship Programs	-Attached-



**SUMMARY OF BENEFICIARIES FOR SCHOLARSHIPS AND PRIVILEGES
AY 2024-2025**

Privilege/Scholarship Type		1st Semester (No. of students)	2nd Semester (No. of students)
Academic		2,586	2,297
Non-Academic			
	Athletics	52	53
	Cultural	86	87
	Student Assistants	231	238
	Discounts and Privileges	1,391	1,354
Total		4,346	4,029

**SUMMARY OF MEMORANDUM OF AGREEMENTS FOR SCHOLARSHIPS
AND PRIVILEGES
AY 2024-2025**

Item No.	Partners
1	The Commission on Higher Education Regional Office VII
2	Commission on Higher Education; Unified Student Financial Assistance System for Tertiary Education Board
3	Home Development Mutual Fund (Pag-IBIG Fund)
4	The City of Cebu; The Department of Education
5	The City of Naga, Cebu
6	The City of Cebu; The Department of Education
7	The Provincial Government of Dinagat Islands
8	The City of Naga, Cebu, Local Government

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

07 OCT 2019

This Memorandum of Agreement made and entered into this day of 20 by and between:

THE COMMISSION ON HIGHER EDUCATION REGIONAL OFFICE VII, located at National Government Center, Sudlon, Lahug, Cebu City, represented by its Regional Director, **Dr. Maximo C. Aljibe**, hereinafter referred to as "**CHEDRO VII**";

and

UNIVERSITY OF THE VISAYAS - MAIN an educational institution of higher learning with office address at D. Jakosalem Cor. Colon Street, Cebu City, represented herein by its President, **Pres. Gerald Anthony S. Gullas**, hereinafter referred to as the "**Higher Education Institution (HEI)**".

WITNESSETH

WHEREAS, it is the mandate of both parties to implement the constitutional policy provided in Section 1, Article XIV of the 1987 Constitution "to protect and promote the right of all citizens to quality education at all levels and take appropriate steps to make such education accessible to all";

WHEREAS, to ensure greater access to education, the Constitution, under Section 2(3), Article XIV directs the establishment and maintenance of a system of scholarship, grants, student loan programs, subsidies, and other incentives, which shall be available to deserving students in both public and private schools, especially to the underprivileged;

WHEREAS, the CHED, in the implementation of its mandate, recognizes that education is the central strategy for investing in the Filipino people, reducing poverty and building national competitiveness;

WHEREAS, the HEI is mandated under the laws of the Republic to provide quality higher education in accordance with the standards, policies and guidelines of CHED issued pursuant to its mandate under R.A. 7722;

WHEREAS, per CHED Memorandum Order No. 8, Series of 2019 otherwise known as the "Policies and Guidelines for CHED Scholarship Programs (CSPs)" and Joint Memorandum Circular (JMC) No. 4 Series of 2019 known as "Revised Implementing Guidelines for the CHED-Tulong Dunong Program (CHED-TDP)", CHED, as its mandate, rationalizes the administration and implementation of the said programs;

WHEREAS, through and by virtue of the shared ideas and vision, CHEDRO VII and HEI have agreed to jointly implement and/or administer their CHED StuFAPs;

WHEREAS, coordination and cooperation between the Parties to this Agreement are essential for the effective implementation and monitoring of the program.

NOW THEREFORE, in order to institute prompt and punctual delivery of services to the beneficiaries, the respective duties and responsibilities of the Parties are hereby indicated below:

OBJECTIVES OF THE PROGRAM

To provide financial assistance to qualified and deserving students enrolled for Academic Year (AY) 2019-2020.

I. ADMINISTRATION OF THE PROGRAM

A. CHED Regional Office (CHEDRO VII)

1. Create CHEDRO StuFAPs Committee who will oversee the operation and implementation of the CHED Scholarship and Tulong Dunong programs;
2. Accept, screen and evaluate documents of the applicants based on the approved criteria;
3. Determine qualified applicants;
4. Issue Notice of Award to qualified applicants through letter, email or send notification of list of awardees through HEIs;
5. Enter into a MOA with concerned HEIs with ten (10) or more grantees if payment shall be made through HEIs and with authorized government bank as to the issuance of ATM cards, if payment shall be made directly to the grantee;
6. Submit to OSDS the request for payment, supported by the list of scholars/grantees as basis for the release of fund;
7. Orient the scholars/grantees of their obligations/duties and, responsibilities;
8. Acts on replacement and termination of scholarships/grants;
9. Obligate financial benefits of scholars/grantees for one academic year through HEIs or directly to scholars/grantees;
10. Facilitate the timely release of the financial benefits of the scholars/grantees;
11. Collect and maintain an updated regional CHED Scholarship and Tulong Dunong Programs database in accordance with the Data Privacy Act of 2012, and submit to CHED-OSDS based on prescribed timeline in Section 14.4;
12. Act on replacement, transfer and termination of awards;
13. Submit to OSDS and the Administrative, Financial and Management Service, the physical and financial utilization report per semester or term;
14. Monitor participating HEIs and scholars/grantees;
15. Submit to OSDS the updated data on the status of scholars/grantees and required reports, using the prescribed template;
16. Transfer the equivalent funds to the identified HEI where the scholars/grantees are enrolled for one (1) academic year or on an annual basis (Section 7.2 of CMO 44, S. 2016) based from the certified list of scholars/grantees using the prescribed form signed by the President/School Head, Registrar and the Scholarship Coordinator which indicates the number of units enrolled, GWA, degree program, curriculum and semester/term (Section 14.2.2 of CMO 8, S. 2019);
17. Monitor and validate participating HEIs and scholars/grantees compliance with control mechanisms including but not limited to the enrolment and the submission of the relevant documents to confirm funds are properly utilized;
18. Utilize the slots on or before October 15 of every academic year; and
19. Maintain an updated database.

B. Participating Higher Education Institution

- A. Create a StuFAPs Unit and designate the appropriate Coordinator;
- B. Allow advance enrolment of the scholars/grantees and expedite the release of their grades;
- C. Provide assistance to the scholars/grantees in compliance with the required documents, and facilitate the immediate release of their financial benefits;
- D. Enter into a MOA with CHEDRO VII;
- E. Submit to CHEDRO VII the billing statement of scholars/grantees currently enrolled, including their grades from the previous semester/term;
- F. Submit to CHEDRO VII the certified list of new and ongoing scholars/grantees using the prescribed form signed by the President/School Head, Registrar and the Scholarship Coordinator which indicates the number of units enrolled, previous GWA, degree program, curriculum and semester/term as follows:
 - a) within 15 days from receipt of Notice of Award from CHEDRO VII for new grantees and
 - b) within 15 days from date of enrolment for on-going scholars/grantees;
- G. Submit to CHEDRO VII liquidation reports on the disbursement of funds received for payment of financial benefits of scholars/grantees;
- H. Submit to CHEDRO VII data or information on scholars/grantees as needed;
- I. Receive Advice to Debit Account from CHEDRO VII; and
- J. Collect from the scholars/grantees the required Tuition and Other School Fees and release to them the remaining amount if any, for their educational expenses, if applicable.

- II. **PRIORITY COURSES-** The CHEDRO VII and HEI will ensure that the scholars/grantees are enrolled in identified priority courses per CHED Memorandum Order No. 05, series of 2019 "Priority Courses for CHED Scholarship Programs (CSPs) for AY 2019-2020".

III. NOTICES

Any notice, request, demand or other correspondence required under the terms of this Agreement or any notice which any party may desire to give to the others shall be hand-delivered, sent by facsimile, electronic means or similar means of delivery to the party intended to receive the same.

IV. AMENDMENTS

Amendments or any modification to this Agreement shall be made in writing and signed by all Parties.

V. FORCE MAJEURE

In the event this Agreement is prevented from being implemented due to war, civil commotion, strike and labor disputes, acts of God, force majeure or any other causes beyond the control of either Parties, this Agreement shall be deemed suspended during the existence of any of the foregoing. Upon termination or cessation of the force majeure condition, this Agreement shall be deemed effective and its duration extended for the time of suspension thereof, unless the continued execution and implementation of this Agreement shall be mutually impossible for the Parties to comply herein, such that the latter shall mutually declare Agreement as terminated.

VI. TERM OF AGREEMENT

This Agreement shall take effect upon signing and remain in full force and effect until terminated for reason of exhaustion of funds.

VII. SEPARABILITY

If at any time, any provision of this Agreement is adjudged to be or becomes illegal, invalid, or unenforceable in any respect under the law, rules and regulations with any competent jurisdiction, the legality, validity and enforceability of such provisions not so affected or impaired shall subsist and remain valid as between the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as per the provision of the Agreement, this 07 OCT 2016 day of 20 at CEBU CITY.

**COMMISSION ON HIGHER EDUCATION
REGIONAL OFFICE VII**

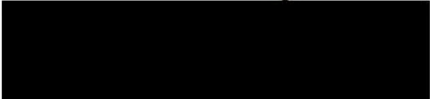
UNIVERSITY OF THE VISAYAS - MAIN


DR. MAXIMO C. ALJIBE
Regional Director


PRES. GERALD ANTHONY S. GULLAS
President

Signed in the presence of:


MARY ANNE V. MIRABUENO, CPA
CHEDRO Representative


MR. HILARIO DAGASDAS, JR.
HEI Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

City/Municipality/Province of.....

This day of

BEFORE ME, a Notary Public, personally appeared:

DR. MAXIMO C. ALJIBE

Gov. Issued ID
No. CHED CO-0316
Issued on January 17, 2019
At Quezon City

PRES. GERALD ANTHONY S. GULLAS

Gov. Issued ID
No. [REDACTED]
Issued on October 16, 2019
At DFA Cebu

known to be the same persons who executed and signed the foregoing instrument consisting of 4 pages in the presence of two instrumental witnesses, and acknowledged the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date written.

Doc. No.
Page No.
Book No.
Series of

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19

NOTARY PUBLIC
UNTIL DEC. 31, 2019
PTR# 166/208-12/27-2018, CEBU CITY
MCLE# 0023007-12/10-19
ROLL #46969 IBP#1818146-1/5/2009
COMMISSION NO. 64-16
D. JAKOSALEM ST. CEBU CITY
PROVINCE OF CEBU

[REDACTED]

[REDACTED]

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MAR 22 2019

MEMORANDUM OF AGREEMENT

By: VIOLETA E. CALO
Time: TA for Administration and Finance Unit
UniFAST-Secretariat

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **COMMISSION ON HIGHER EDUCATION**, an agency of the National Government organized and established under Republic Act No. 7722 otherwise known as the "Higher Education Act of 1994," with principal office address at HEDC Building, C.P. Garcia Avenue, U.P. Diliman, Quezon City, Metro Manila, Philippines, represented by its Chairman, **J. PROSPERO E. DE VERA III**, DPA, hereinafter referred to as "**CHED**";

The **UNIFIED STUDENT FINANCIAL ASSISTANCE SYSTEM FOR TERTIARY EDUCATION BOARD**, an agency attached to the Commission on Higher Education, with office address at the Ground Floor, Philippine Social Science Center, Commonwealth Avenue, Quezon City, Metro Manila, Philippines, represented by its Chairman, **J. PROSPERO E. DE VERA III**, DPA, hereinafter referred to as "**UniFAST**";

and

The **UNIVERSITY OF THE VISAYAS**, a private Higher Education Institution with principal office at Corner D. Jakosalem And Colon Street, Cebu City, Cebu represented by its President, **ATTY. EDUARDO R. GULLAS**, hereinafter referred to as the **PRIVATE HIGHER EDUCATION INSTITUTION "PHEI"**.

WITNESSETH:

WHEREAS, the **CHED** is mandated by law to ensure that all public and private higher education institutions are operating in compliance with the minimum policies, standards and guidelines formulated by the agency and that quality higher education is accessible to all who seek it particularly those who may not be able to afford it;

WHEREAS, the **UniFAST** is mandated to increase the participation rate among all socio-economic classes in Tertiary Education especially the poor but academically able and highly motivated students to enable them to successfully pursue and complete Tertiary Education programs in quality institutions, thereby promoting equitable and Rationalized Access by poor Filipinos to quality Tertiary Education.

WHEREAS, the University of the Visayas, is a University, is mandated to operate as an academic institution of higher learning, set academic standards in compliance with **CHED** policies and guidelines and initiate innovations in teaching, research and faculty development; provide various forms of community, public and volunteer service, as well as scholarly and technical assistance to the government, the private sector and civil society while maintaining its standards of excellence; Provide opportunities for training and learning in leadership, responsible citizenship, and the development of democratic values, institutions, and practice through academic and



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By: VIOLETA B. GALO
TA for Administration and Finance Unit

non-academic programs, including sports and enhancement of national identity; Provide democratic governance based on collegiality, representation, accountability, transparency, and active participation of its constituents; and promote the holding of fora for students, faculty, research, extension and professional staff (REPS), administrative staff, and alumni to discuss non-academic issues affecting the University / College.

WHEREAS, Republic Act No. 10931 or the "Universal Access to Quality Tertiary Education Act (UAQTEA)" and its Implementing Rules and Regulations (IRR) provide that, to support the cost of tertiary education or any part or portion thereof, a Tertiary Education Subsidy (TES) and Student Loan Program (SLP) are established for all Filipino students who shall enroll in undergraduate and post-secondary programs of private HEIs. Accordingly, the TES and the SLP shall be administered by the UniFAST Board.

WHEREAS, under Section 24 of the Implementing Rules and Regulations (IRR) of the Republic Act No. 10931, the amount of Tertiary Education Subsidy (TES) shall be based on the guidelines set forth by the UniFAST Board and on the annual budgetary appropriation for this purpose;

WHEREAS, Section 32 of the Implementing Rules and Regulations (IRR) of the Republic Act No. 10931 provides that the amounts necessary to carry out the provisions for the SLP shall be included in the annual GAA appropriated under the CHED and TESDA, except during the transitory period, which shall be subject to the transitory provisions in Section 52 of the IRR. Section 52 of the IRR further states that during the transitory period, the amount necessary to implement the provisions of the Act shall be finalized and allocated by the UniFAST Board, which shall be appropriated in the GAA under the CHED;

WHEREAS, the UniFAST, under Board Resolution Nos. _____ and _____ adopted and approved the implementing guidelines governing the administration and operation of the Tertiary Education Subsidy and Student Loan Program (initially, short-term mode);

WHEREAS, in view of available funds provided to UniFAST and lodged in the CHED for this purpose, the efficient and effective implementation of R.A. 10931 will commence in Academic Year 2018 - 2019 and will continue in the succeeding academic years, in keeping with the specific legislative intent of wider financial access to quality tertiary education;

WHEREAS, to effectively implement Tertiary Education Subsidy (TES) and Student Loan Program (SLP) to its intended student beneficiaries, there is a need to define the working relationship between UniFAST, the CHED and the participating PHEIs;

WHEREAS, there is a need to define a disbursement mechanism in accordance with accounting and auditing rules for the provision of fund from CHED to PHEIs in order to implement the Tertiary Education Subsidy and Student Loan Program in accordance with the legislative intent of Republic Act No. 10931;

WHEREAS, the UniFAST Board, in its 17th regular meeting on November 22, 2018, finalized the official list of enrolled students selected as TES grantees to receive such benefits;

WHEREAS, the UniFAST Board, in the pursuit of these objectives and pursuant to UniFAST Board Resolution No. _____, dated _____

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VIOLETA B. GALO

TA for Administration and Finance Unit

By: _____
Time: _____
PHEIS subject to the

shall allocate the TES and SLP funds to eligible students of prioritization provision of R.A. 10931.

WHEREAS, the CHED, through Commission En Banc Resolution No. _____, dated _____ and pursuant to its mandate, shall assist in the effective and efficient implementation of the provisions of R.A. 10931.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms and conditions below, the Parties hereby agree as follows:

I. GOALS / OBJECTIVES

The budgetary appropriation contemplated in this Memorandum of Agreement shall be used by the Private Higher Education Institution exclusively for the purpose of implementing the Tertiary Education Subsidy and Student Loan programs of the Universal Access to Quality Tertiary Education under the Republic Act No. 10931 for the Academic Year 2018-2019.

A. Tertiary Education Subsidy

The specific objective of the TES is to support the cost of tertiary education or any part or portion thereof subject to the prioritization provisions of Section 7 of RA No. 10931 and availability of funds, and shall cover the following:

- 1) Tuition and other school fees in private HEIs, which shall be equivalent to the tuition and other school fees of the nearest SUC or CHED-recognized LUC in their respective areas;
- 2) All allowance for books, supplies, transportation and miscellaneous personal expenses necessary so that eligible students may obtain a degree including a reasonable allowance for the documented rental or purchase of a personal computer or laptop and other education—related expenses;
- 3) An allowance for room and board costs incurred by the student; necessary so that eligible students may obtain a degree;
- 4) For a student with disability, an allowance for expenses related to the students' disability including special services, personal assistance, transportation, equipment and supplies that are reasonably incurred; and
- 5) For a student in a program requiring professional license or certification, the one (1) time cost of obtaining the First professional credentials or qualifications, which may include the following: application fees, notarial fees, review classes fees, insurance premium fees and documentation fees; Provided, That the amount of subsidy shall be based on the guidelines set forth by the UniFAST Board and on the annual budgetary appropriation for this purpose.

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VIOLETA B. GALO

By: TA for Administration and Finance Unit

Time: UniFAST Secretariat

B. Student Loan Program (SLP)

The specific objective of the SLP is to support further the cost of tertiary education or any part or portion thereof, of all Filipino students who shall enrol in private HEIs. The Loan program shall be administered by the UniFAST Board which shall provide the guidelines for its availment, and the amount necessary to fund the program shall be included in the budgets of the CHED in the implementation of RA 10931 benefits.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The UniFAST Governing Board shall:

- (a) Deliberate on and approve after due consultation with specific sectors the policies, implementing rules and regulations, and guidelines pertinent under the provisions of Tertiary Education Subsidy and Student Loan Program of RA 10931.
- (b) In coordination with the appropriate stakeholders, conduct every three years a review and evaluation of the guidelines of the Tertiary Education Subsidy and Student Loan program.
- (c) In cases of violation of any of the provisions of the Guidelines for Tertiary Education Subsidy and Guidelines for Student Loans or disputes, the case(s) will be elevated to the UniFAST Governing Board for evaluation and appropriate action.

2. UniFAST Secretariat

2.1 The Central Office shall:

- (a) Disseminate information to all Private Higher Education Institutions on the implementation of Tertiary Education Subsidy and Short-term Student Loan Program;
- (b) Process and request pertinent disbursement documents related to the implementation of the Tertiary Education Subsidy following the applicable accounting and auditing rules for the payment and settlement of Tuition and Other School Fees (TOSF) subsidy. Specifically, check the completeness, consistency and accuracy of Tertiary Education Subsidy report and Registrar's Certification of Qualified Enrolled Students to the Tertiary Education Subsidy provision of RA 10931; Certification of Applicants to their university or college; submitted pdf files of students' Certificate of Registration generated during the enrollment period; and submitted pdf files of duly accomplished pre-numbered application forms for the applicants of their university or college as well as electronic copies of the above-mentioned documents and other pertinent documents;
- (c) Process and request fund transfer to the TES grantees through the designated Government Financial Institution for the TES benefits. Correspondingly, tuition and other school fees will be paid directly through the HEIs selected by the TES grantees. Specifically, check

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By: TA for Administration and Finance Unit
Time: the Secretary
UniFAST Secretariat

the completeness, consistency and accuracy of
Education Subsidy documentations;

- (d) Process and request appropriate allocation to the Private Higher Education Institutions Student Loan Program for Tertiary Education (SLPTE) student beneficiaries through the designated Government Financial Institution for the release of the loan proceeds of student beneficiaries under the short-term student loan program. Specifically, check the completeness, consistency and accuracy of short-term student loan documentations;
- (e) Monitor the implementation of the Tertiary Education Subsidy and Student Loan program together with the Coordinating Council of Private Education Association (COCOPEA) and the Private Education Assistance Committee;
- (f) Together with the Private Higher Education Institutions, develop a system, including securing the services of career counsellors with approval of the UniFAST Governing Board, which shall provide assistance and guidance to the qualified enrolled students in their career choices.
- (g) Accept complaints of violations of Private Higher Education Institutions in the implementation of Tertiary Education Subsidy and Student Loan Program and elevate the same to the UNIFAST Board for determination of appropriate action.

2.2 The UniFAST Regional Coordinators at CHED Regional offices shall

- (a) Assist the Private Higher Education Institutions within the region in providing orientation / briefing to the qualified enrolled students in reference to the policies, standards and guidelines of the Tertiary Education Subsidy and Short-term Student Loan program; and
- (b) Monitor the Private Higher Education Institutions on the implementation of the Tertiary Education Subsidy and Short-term Student Loan program;
- (c) Assist the Private Higher Education Institutions in the preparation of financial and operational reports related to the implementation of Tertiary Education Subsidy and Student Loan program.
- (d) Prepare regional quality assurance reports, which may include gathering of raw data related to Tertiary Education Subsidy and Student Loan program for assessment, planning and controlling purposes.

3. The Private Higher Education Institutions shall:

- (a) Execute and properly comply with the provisions of this tripartite Memorandum of Agreement between UniFAST, the Commission on Higher Education and the Private Higher Education Institution

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for the full implementation of Tertiary Education Subsidy and Student Loan Program;
By: VIOLETA B. ASALO
TA for Administration and Finance Unit
Time: _____
UnFAST Secretariat

- (b) Orient faculty, administrative official and staff and parents, as well as all other stakeholders, about the Tertiary Education Subsidy and Student Loan program;
- (c) Diligently implement and comply with the Implementing Rules and Regulations of RA 10931 and the specific provision Section 6.5 of the guidelines on Tertiary Education Subsidy and the specific provisions of Rules II and III of the guidelines on the Student Loan program; specifically, the following procedures will have to be undertaken:
 - (c1) Issue an official receipt for every amount received from CHED in relation to the implementation of RA 10931, specifically on Tertiary Education Subsidy and Student Loan program;
 - (c2) Deposit the amount received in relation Student Loan Program to the authorized depository bank;
 - (c3) Maintain a separate bank account for proper account management for the Tertiary Education Subsidy (TES) and Student Loan Program (SLP);
 - (c4) To utilize the funds subject to usual accounting rules and regulations and/or the pertinent provisions of RA 8292; with respect to mobilization funds that will be transferred, will be subject to submission of liquidation reports duly signed by authorized signatories within the prescribed period
 - (c5) Be accountable to the funds received from CHED pursuant to the agreement;
 - (c6) Revert back to CHED excess fund transfer (if applicable);
 - (c7) Comply with the provisions of COA Circular No. 94-013 as may be warranted by the situation.
- (d) As part of the reportorial requirements to the UniFAST Secretariat, to submit the list of students who are qualified and who availed who Education Institutions and the master list of students who are granted student loans (short-term basis);
- (e) Submit an annual report and other reportorial requirements on the date/s set by Congress regarding the implementation of Tertiary Education Subsidy and Student Loan Program to UniFAST Governing Board on or before a specific date set by the UniFAST Governing Board and
- (f) Ensure that full assistance is granted to the qualified enrolled students to enable them to avail of the Tertiary Education Subsidy and Student Loan programs by developing a complete support system, including but not limited to the appointment of career counselor/s. Such career counselor/s shall perform the following tasks:
 - (f1) Provide assistance and guidance to the qualified enrolled students in having the right attitude, motivation and behavior in pursuing the degree program and
 - (f2) Provide referral assistance with respect to the psychological, social and other welfare needs of the qualified enrolled student.

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VIOLETA B. GALLO

TA for Administration and Finance Unit
Time: _____
UniFAST Secretariat

- (f) Provide financial counselling programs and programs, as deemed necessary for the students.
- (g) Be accountable to the funds received from CHED pursuant to the agreement.

4. Commission on Higher Education

4.1 CHED – Administrative, Financial and Management Services (CHED-AFMS)

For Tertiary Education Subsidy

- (a) Process payment subject to the accounting and auditing rules and regulations. Upon review, recommendation and endorsement of UniFAST Secretariat, check on the completeness, correctness and accuracy of the pertinent documents submitted by the Private Higher Education Institutions;
- (b) Facilitate preparation of LDDAP-ADA or cheque (with reference to DBM Circular Letter 2016-10 dated November 16, 2016) to the specific Private Higher Education Institution to signify approval for payment of pertinent documents related to Tertiary Education Subsidy which has been vetted by the UniFAST Secretariat's Tertiary Education Financing Division;
- (c) Facilitate preparation of needed documents for fund transfer to designated Government Financial Institution (GFI) for the release of Tuition Education Subsidy (most likely TES-2 and TES-3) for TES grantees or release of loan proceeds to SLP student beneficiaries;
- (d) Through the CHED – Cash Section, to ensure that an Official Receipt (OR) has been provided to Private Higher Education Institution which has reverted back the excess fund transfer, as a result of a fund reconciliation, to the CHED-AFMS.

4.2 CHED – Regional Offices

A corresponding budget to be charged to UniFAST Administrative Costs will be downloaded to the CHED – Regional Offices so as to carry out the following functions:

- (a) Disseminate information to the Private Higher Education Institutions within their region the implementing rules and regulations and guidelines of the Tertiary Education Subsidy program and Student Loan program;
- (b) Provide timely reminders to the Private Higher Education Institutions about the Tertiary Education Subsidy program and Student Loan program implementation rules and regulations and specific guidelines to ensure compliance;
- (c) In general, to properly coordinate and ensure the smooth systems and operations with the UniFAST Secretariat for the timely and efficient implementation of the programs under RA 10931;

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By: VIOLETA B. BALO
UniFAST Secretariat

- For Tertiary Education Subsidy**
- (d) Process payment subject to the accounting and auditing rules and regulations. Specifically check on the completeness, correctness and accuracy of supporting documents needed for the disbursement of TES to student beneficiaries and / or Private Higher Education Institutions.
 - (e) Facilitate preparation of LDDAP-ADA or cheque (with reference to DBM Circular Letter 2016-10 dated November 16, 2016) to certain Private Higher Education Institutions to signify approval for payment of the pertinent documents related to the Tertiary Education Subsidy Program (possibly TES-2 or TES-3) which has been vetted by the UniFAST Secretariat's Tertiary Education Financing Unit.

- For Student Loan Program**
- (f) Process payment subject to the accounting and auditing rules and regulations. Specifically, check on the completeness, correctness and accuracy of the Report on Loan Application, Prioritization and Approval submitted by Private Higher Education Institutions;
 - (g) Facilitate preparation of LDDAP-ADA or cheque (with reference to DBM Circular Letter 2016-10 dated November 16, 2016) to the specific Private Higher Education Institution to signify approval for payment of the pertinent documents related to the Student Loan Program which has been vetted by the UniFAST Secretariat's Tertiary Education Financing Unit.

III. MISCELLANEOUS PROVISIONS:

1. The parties mutually agree to perform and abide by all of the provisions and requirements contained or could reasonably be inferred from this MOA. Failure of either party to ensure compliance thereof shall not be construed to be waiver of such provisions or a waiver of right of each thereafter to enforce or settle the same;
2. The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of this Agreement; and
3. This MOA may be amended / modified in writing in order to be responsive / to conform to the provisions of COA, DBM and other pertinent government regulations and guidelines.
4. In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.
5. All appendages hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.



MAR 22 2019

VIOLETA B. GALO

By: TA for Administration and Finance Unit
Time: UniFAST Secretariat

IV. EFFECTIVITY AND DURATION

This Agreement shall take effect upon the signing by the Parties hereto and shall be terminated upon the satisfactory fulfillment of all terms and conditions embodied herein within the period specified or upon the event that the amounts necessary to carry out the provisions of RA 10931 have been appropriated under Private Higher Education Institutions.

IN WITNESS WHEREOF, parties have hereunto affixed their signatures this 17th day of December 2018 at the U.P. Bahay ng Alumni, Diliman, Quezon City.

Commission on Higher
Education (CHED)

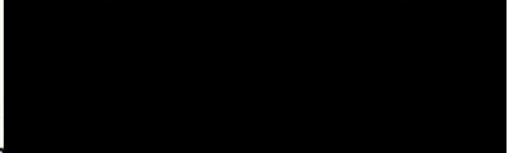
Unified Student Financial Assistance
System for Tertiary Education
(UniFAST) Governing Board


J. PROSPERO E. DE VERA III, DPA
Chairman


J. PROSPERO E. DE VERA III, DPA
Chairman


ATTY. EDUARDO R. GULLAS
University of the Visayas

Signed in the presence of:


ATTY. CARMELITA P. YADAO-SISON, MNSA, PhD
OIC Executive Director IV, UniFAST


JOSE ATTY. F. GULLAS

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

MAR 22 2019

By: VIOLETA B. GALO
Time: 7A for Administration and Finance Unit
UniFAST Secretariat

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of **QUEZON CITY**) S.S.

DEC 17 2018

BEFORE ME, this day of 2018, at the City of **QUEZON CITY** personally appeared the following who have showed to me their respective competent evidence of identities and also avows under penalty of law to the whole truth of the foregoing:

Name	Government Identification	Card No.	Issuing Authority
------	---------------------------	----------	-------------------

J. PROSPERO E. DE VERA III, DPA

ATTY. EDUARDO R. GULLAS

They further acknowledged to me that their respective signatures on this instrument were voluntarily affixed by them for the purpose stated herein. Furthermore, they declared to me that they have executed the forgoing instrument as their free and voluntary act and deed and of the instrumentality of Government herein represented and that they have the authority to sign for and in behalf of their respective principals.

This instrument which refers to a Memorandum of Agreement by and between **UniFAST, CHED and University of the Visayas** for the implementation of the Universal Access to Quality Tertiary Education and consisting of **ten (10) pages**, including this page wherein this acknowledgment clause is printed, has been signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. 519
Page No. 100
Book No. XVI
Series of 2018.

ATTY MICHELLE DIANA P. MANIANG
NOTARY PUBLIC FOR AND IN QUEZON CITY
Stall B. 75 F. Manila St., Brgy. Pinagkaisahan, Cubao, C.C.
ADM. MATTER NO. NP-124 (2018-2019)
Roll of Attorney No. 61035
IBF No. AR001243/01-10-2018/Quezon City
PIA No. 5522634/01-03-2018/Quezon City
MCLE Compliance No. V-0012423/12-10-2015
My Commission Expires on December 31, 2019

ACKNOWLEDGMENT

PEOPLE OF THE PHILIPPINES)
CITY OF CEBU)S.S



Commission on Higher Education
UniFAST Secretariat
CERTIFIED TRUE COPY

MAR 22 2019

By: VIOLETA B. GALO
Time: 1A for Administration and Finance Unit
UniFAST Secretariat

BEFORE ME, This 10th day of January 2019 at Cebu City personally appeared **ATTY. EDUARDO R. GULLAS** with his/her Valid ID and known to me and to me known to be the same person who executed and signed the foregoing instrument and acknowledge to me that the same is their free and voluntary acts and deeds.

This instrument which refers to a Memorandum of Agreement by and between **UniFAST, CHED and University of the Visayas Education** and consisting of () pages, including this page wherein this acknowledgment clause is printed, has been signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place above mentioned.

Doc. No. 383
Page No. 77
Book No. V
Series of 2019.



GENEVIEWE T. DUMDUM-DEIPARINE
NOTARY PUBLIC
Notarial Commission No. 51-11, Cebu City
Valid December 31, 2019
Roll of Attorneys No. 58946
IBP No. 1084924; 11/10/18 Cebu City
PTR No. 234828; 1/7/19 Province of Cebu
TIN No. 410-740-961-000
MCLE Compliance No. VI-0005042, 11/24/17
Dumdum Legorio & Deiparine Law Firm
Unit 9, 2/F Benley Bldg., J. De Veyra St.
North Reclamation Area, 6000 Cebu City

1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 26

DFA CEB

TR No. 00000857-1
Call of Atty. 24377

MEMORANDUM OF AGREEMENT

This Agreement, made and entered into by and between:

HOME DEVELOPMENT MUTUAL FUND (Pag-IBIG Fund), a government financial institution duly organized and existing under and by virtue of **Republic Act No. 9679**, with principal office and postal address at 42/F, Petron Mega Plaza, 358 Sen. Gil Puyat Avenue, Makati City represented herein by **ALEXANDER HILARIO G. AGUILAR, Deputy Chief Executive Officer, Member Services Cluster**, and hereinafter referred to as the **Pag-IBIG Fund**;

and

UNIVERSITY OF THE VISAYAS a private company duly organized and existing under the laws of the Philippines, with principal office and postal address at Colon St., Cebu City, represented herein by **DR. CONRADO E. INIGO, JR., President & CEO** and hereinafter referred to as **UNIVERSITY OF THE VISAYAS**

WITNESSETH THAT:

WHEREAS, **Pag-IBIG Fund** shall implement a **Pag-IBIG Fund Loyalty Card Program** to extend additional benefits to **Pag-IBIG Fund** members in the form of discounts, incentives, and other special privileges through mutually beneficial partnerships with private companies;

WHEREAS, **UNIVERSITY OF THE VISAYAS** is an educational institution which is a center of excellence that inspires the Almighty, love, leadership, and service to humanity. With its commitment to the ideals of love and service and development of new breed leaders who are morally upright and spiritually inspired, the University of the Visayas operates and maintains educational programs which are nationalistic and democratic and attuned to nationally and intentionally accepted standards. While it nurtures academic excellence, it also works for the enhancement of high level professionals and middle-level careers relevant to community development and the social economic needs of the country;

WHEREAS, **UNIVERSITY OF THE VISAYAS** supports **Pag-IBIG Fund's** objective under its **Pag-IBIG Fund Loyalty Card Project** and seeks to participate in the said project by providing discounted products, services, and/or special offers exclusive to **Pag-IBIG Fund Loyalty Cardholders**;

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

Section 1

THE Pag-IBIG Fund LOYALTY CARD

The **Pag-IBIG Fund** shall issue a Loyalty Card to each qualified member which shall serve as the primary basis by which this Agreement shall be executed.

value, subject to the terms and conditions as listed in the attached Technical Annex, which shall form an integral part of this Agreement. The parties agree and acknowledge that all such discounts, privileges, and other services represent a baseline value that may be subjected to re-evaluation or improvement during the term of this Agreement.

Purchases or services by Pag-IBIG Fund Loyalty Cardholders of other items/services not listed in the Technical Annex are not subject to any discount or privilege.

Section 3 FUTURE PERIODIC OFFERS BY UNIVERSITY OF THE VISAYAS

In the event the **UNIVERSITY OF THE VISAYAS** will provide special offers and/or discounts on its products and services subject of this Agreement to the general public for a given period, **UNIVERSITY OF THE VISAYAS** shall grant Pag-IBIG Fund Loyalty Cardholders the higher rate of discount between the regular discount or special discount.

Section 4 INFORMATION AND COMMUNICATION

Pag-IBIG Fund and **UNIVERSITY OF THE VISAYAS** shall assist each other to inform and promote to **Pag-IBIG Fund** members the special offers and discounts available through the Loyalty Card.

Relative thereto, the **UNIVERSITY OF THE VISAYAS** and the **Pag-IBIG Fund** shall keep each other informed of any of their promotions and/or events wherein both parties may participate to promote this Agreement.

Section 5 SHARING OF BASIC INFORMATION

Without prejudice to existing laws and subject to the consent of **UNIVERSITY OF THE VISAYAS's** consumers and of the **Pag-IBIG Fund Loyalty Cardholders**, each party may communicate basic and/or contact information to formulate and/or improve the special offer to **Pag-IBIG Fund** members.

Both **Pag-IBIG Fund** and **UNIVERSITY OF THE VISAYAS** warrant to treat any and all shared basic information under this Memorandum of Agreement (MOA), should there be any, with utmost confidentiality and utilize the shared information exclusively for the purpose mentioned herein.

Section 6 TECHNICAL ASSISTANCE

Pag-IBIG Fund and **UNIVERSITY OF THE VISAYAS** shall provide each other with technical cooperation, if necessary, to implement the special offer and/or discount to **Pag-IBIG Fund** members. Both parties shall assign technical personnel, as necessary, to perform the functions required to implement the Agreement.

Section 7

EFFECTIVE CASCADING AND STANDARD IMPLEMENTATION OF OFFER

Pag-IBIG Fund undertakes to inform all its employees and departments and its members of this partnership and the discounts and special offers agreed upon herein.

UNIVERSITY OF THE VISAYAS undertakes to inform all its employees and its outlets and branches, whether wholly or partly owned or under a franchise agreement, of the details of this partnership and the discounts and special offers agreed upon herein.

In the event that the **UNIVERSITY OF THE VISAYAS** opens a new outlet or branch, whether wholly or partly owned or under a franchise agreement, after the effectivity of this Agreement, the same shall be deemed a participating outlet to this Agreement, unless otherwise stated in writing and a notice of which is received by **Pag-IBIG Fund**.

UNIVERSITY OF THE VISAYAS ensures that the implementation of the discounts and special offers agreed upon herein shall be provided by all its outlets and branches, unless a list of specified participating outlets is indicated in the Technical Annex of this MOA, and it shall be wholly responsible for the settlement of unfulfilled offers under this Agreement by any of its participating outlets, as well as any matter arising from such non-fulfillment.

UNIVERSITY OF THE VISAYAS shall submit to **Pag-IBIG Fund** a Report on the Discounts Granted to **Pag-IBIG Loyalty Cardholders (HQP-PFF-315)** or any report, provided that the same reflects the amount of discount granted to the cardholders.

Section 8

USE OF LOGOS AND TRADEMARKS

During and after this Agreement, either party shall not at any time use or permit to be used the logo, trademark, or trade names of the other party in any manner outside of the context of the **Pag-IBIG Fund Loyalty Card Program**, unless it secures a prior written consent from the other party.

Each party shall periodically inform the other party of the use of the latter's logo, trademark, or trade names.

Section 9

IMPLEMENTING GUIDELINES

Pag-IBIG Fund and **UNIVERSITY OF THE VISAYAS** may formulate implementing guidelines of the special offers and/or discounts, containing details such as, but not limited to:

1. Products and/or services offered through the **Pag-IBIG Fund Loyalty Card**;
2. Terms and conditions of the offer;
3. Marketing and promotional assistance;
4. Technical requirements;

Section 10 SEPARABILITY

The invalidity or unenforceability of the terms, conditions, stipulations, covenants or restrictions on any part hereof, as determined by a final judgment of a court of competent jurisdiction, shall not affect the remaining provisions hereof which shall continue to be valid and binding upon the parties hereto.

Section 11 TERM OF AGREEMENT

This Agreement shall take effect upon its signing and shall have a term of **two (2) years**.

Section 12 AUTOMATIC RENEWAL CLAUSE

This Agreement shall be automatically renewed for another term of **two (2) years** upon expiration subject to the same terms and conditions enumerated herein, or as may be provided by the parties, unless **Pag-IBIG Fund** or **UNIVERSITY OF THE VISAYAS** receives written notice of non-renewal from the other party at least two (2) months prior to the expiration of the term of this Agreement.

Section 13 PRE-TERMINATION

Both **Pag-IBIG Fund** and **UNIVERSITY OF THE VISAYAS** reserve the right to pre-terminate this Agreement without cause at **any time**, provided that written notice thereof shall be served to the other party at least **THIRTY (30)** calendar days prior to its intended date of termination.

The termination of this Agreement shall be without prejudice to any rights or remedies that a party may be entitled to under this Agreement and shall not affect any accrual of rights in favor of a party nor the coming into force or continuance of any provision hereof which is expressly or by implication intended to come into or continue to be in force upon or after the termination.

In its discretion and at any time, each party shall be entitled to terminate this Agreement with immediate effect, by written notice to the other party, in any of the following events:

- a. proceedings are commenced or a resolution is passed for the winding up or dissolution of the other party or proceedings are commenced for the judicial management of the said party or a receiver and manager is appointed over the said party or any of its assets;
- b. garnishment, distress or other executions are levied against the other party or any of its assets;
- c. the other party enters into any composition or arrangement with its creditors;
- d. the other party commits a breach of any of its obligations under this Agreement.

Section 14
ANTI-GRAFT AND CORRUPTION

The **UNIVERSITY OF THE VISAYAS** hereby warrants that it or any of its representatives has not given or promised to give any money or gift to any employee/official of **Pag-IBIG Fund** to influence the latter's decision regarding the execution of this Agreement nor has it exerted or utilized any lawful or unlawful influence to solicit or secure this instrument through an agreement to pay a commission or contingent fees. Should **UNIVERSITY OF THE VISAYAS** and/or any of its officers, employees, agents, and authorized representatives break this warranty, the person responsible shall be held liable under the Anti-Graft Law and/or other applicable laws.

Section 15
COMPLIANCE WITH E.O. 398

The **UNIVERSITY OF THE VISAYAS** warrants that it shall pay taxes in full and on time and that failure to do so will entitle **Pag-IBIG Fund** to terminate the Agreement, provided that written notice thereof shall be served to **UNIVERSITY OF THE VISAYAS** at least **SIXTY (60)** calendar days prior to its intended date of termination.

Section 16
NON-EXCLUSIVITY CLAUSE

Nothing herein shall be construed as a grant of exclusive rights to **UNIVERSITY OF THE VISAYAS** in providing additional benefits for **Pag-IBIG Fund** members. It is expressly understood that **Pag-IBIG Fund** has the right to contract with other companies as may be warranted by its needs and requirements for the grant of the said additional benefits. It is further understood that no prior consultation and/or notice to the **UNIVERSITY OF THE VISAYAS** is required for the exercise of such right by **Pag-IBIG Fund**.

Section 17
BINDING EFFECT

All the terms, covenants, conditions, and provisions of this Agreement shall be binding and enforceable upon the parties and their heirs, executors, administrators, principals, successors-in-interest, and assigns.

Section 18
NON-ASSIGNMENT

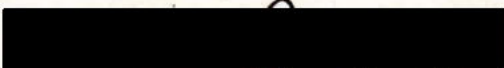
Neither party may assign its rights or obligations under this Agreement without prior written consent of the other Party.

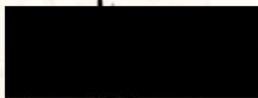
Section 19
NON-WAIVER OF REMEDIES

IN WITNESS WHEREOF, the Parties have hereunto set their hand this ____th
day of _____ 20__ at _____.

UNIVERSITY OF THE VISAYAS

Pag-IBIG FUND


DR. CONRADO E. INIGO, JR.
President & CEO


ALEXANDER HILARIO G. AGUILAR
Deputy Chief Executive Officer
Member Services Cluster

Signed in the presence of:


DR. ROSEMARIE CRUZ-ESPAÑOL
Chief Finance & Administrative Officer


ATTY. MARIE/ANTONIETTE D. DIAZ
Senior Vice President
Member Services Operations Sector

Section 20 INDEMNIFICATION

UNIVERSITY OF THE VISAYAS, its successors and assigns, hereby agree to save and hold harmless **Pag-IBIG Fund** and any of its officers, employees, and agents from all cost, injury, and damage incurred by any **Pag-IBIG Fund** member or any person availing of the products, services and/or special offers of **UNIVERSITY OF THE VISAYAS**, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance, or non-performance of any provision of this Agreement by **UNIVERSITY OF THE VISAYAS**

The above cost, injury, damage, or other injury or damage shall include, in the event of an action, court costs, expenses of litigation, and reasonable attorney's fees.

Section 21 GOVERNING LAW

This Agreement shall be construed under the laws of the Republic of the Philippines.

Section 22 SETTLEMENT OF DISPUTES

If any dispute of any kind whatsoever should arise between the parties in connection with or arising out of this Agreement, the parties shall make every effort to resolve amicably such dispute.

Any legal action or proceeding arising out of or connected with this Agreement shall be brought in the proper courts of the City of Makati or the City of Cebu, at the option of the party instituting the action, to the exclusion of all other venues. By execution and delivery of this Agreement, the parties hereby irrevocably submit to such venue, to the exclusion of all other venues.

Section 23 LEGAL FEES

In the event that a Party needs to resort to legal action or process to enforce its rights under this Agreement, the Party found to be liable by a competent court of law shall be liable to pay the prevailing Party the legal fees, litigation expenses, and judicial costs, as well as attorney's fees in an amount equal to twenty-five percent (25%) of the amount due, but not less than Fifty Thousand Pesos (Php 50,000.00).

Section 24 AMENDMENTS

This Agreement may be amended accordingly, subject to a mutual written agreement between **Pag-IBIG Fund** and **UNIVERSITY OF THE VISAYAS** signed by all

ACKNOWLEDGMENT

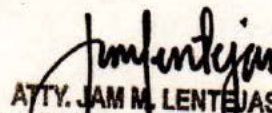
Republic of the Philippines)
City of MAKATI CITY) S.S.

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this day of 127 SEP 2022, personally appeared **Mr. ALEXANDER HILARIO G. AGUILAR**, who has satisfactorily proven to me his identity through his I.D. No. P35523998 valid until October 17, 2029 that he is the same person who voluntarily signed the foregoing *Memorandum of Agreement* which he acknowledged before me as his free and voluntary act and deed, that he is acting as the representative/attorney-in-fact of **Pag-IBIG FUND**, and that he has the authority to sign in such capacity.

This foregoing Memorandum of Agreement, consisting of nine (9) pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page by **Pag-IBIG Fund** and **UNIVERSITY OF THE VISAYAS** and their witnesses.

WITNESS MY HAND AND SEAL on the date and in the place above written.

Doc. No. : 249
Page No.: 51
Book No. : I
Series of : 2022


ATTY. JAM M. LENTEJAS
Notary Public for and in Makati City
Appointment No. M-243
Roll No. 71016

IBP No. 201730, 02/11/2022
PTR No. 2757037, 03/02/2022
MCLE Compliance No. VI-0028798, 9/26/2019
My Commission Expires on December 31, 2023
29/F Petron Mega Plaza Bldg., 358 Sen. Gil Puyat Ave., Makati City

TECHNICAL ANNEX

to the

MEMORANDUM OF AGREEMENT BETWEEN Pag-IBIG FUND and UNIVERSITY OF THE VISAYAS

1. The following products/services shall be provided to Pag-IBIG Privilege (Loyalty) Cardholders pursuant to this agreement

No.	Product Name	Discount Rate
1.	10% discount on tuition fee on all courses (except for Medical Courses, Engineering, Maritime, Law, BSIT, Graduate School and Pharmacy)	10%

2. Participating Outlets/Stores to this agreement shall be as follows:

No.	Branch	Address	Contact Number
1.	Main	Colon St. Parian, Cebu	(032) 253-7401
2.	Toledo	Poblacion, Toledo, Cebu	(032) 253-7401

3. Our After-Sales/Customer Care/Call Center which will handle concerns/complaints and other issues on transactions involving the Pag-IBIG Privilege (Loyalty) Card shall be:

a. Ms. Merlita Yepes Licardo- (032) 253-7401 loc 217

4. Conditions in the availment of the above-discounts are as follows:

- a. Must present Pag-IBIG Loyalty Card or Pag-IBIG Loyalty Card Plus to avail the discount
- b. All courses except Medical Courses, Engineering, Maritime, Law, BSIT, Graduate School, Pharmacy
- c. Discount can be extended to relatives up to the 3rd degree of consanguinity or affinity of the cardholder

5. Attached for the use of Pag-IBIG Fund, subject to the provisions of this agreement, is a softcopy of our official logo and other visual/marketing/advertising materials.



ACKNOWLEDGMENT

Republic of the Philippines)
City of _____ S.S.
CEBU

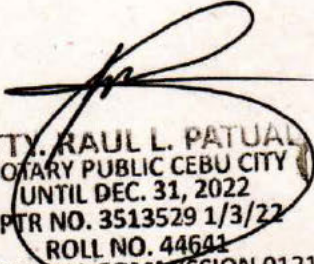
CEBU

BEFORE ME, a Notary Public for and in the City of _____, this ____ day of _____ **AUG 26 2022** personally appeared **DR. CONRADO E. INIGO, JR.**, who has satisfactorily proven to me his identity through his I.D. No. _____ valid until _____ that he is the same person who voluntarily signed the foregoing *Memorandum of Agreement* which he acknowledged before me as his free and voluntary act and deed, that he is acting as the representative/attorney-in-fact of **UNIVERSITY OF THE VISAYAS**, and that he has the authority to sign in such capacity.

This foregoing Memorandum of Agreement, consisting of nine (9) pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page by the parties and their witnesses.

WITNESS MY HAND AND SEAL on the date and in the place above written.

Doc. No. : 241
Page No. : 154
Book No. : 22
Series of : 22


ATTY. RAUL L. PATUAL
NOTARY PUBLIC CEBU CITY
UNTIL DEC. 31, 2022
PTR NO. 3513529 1/3/22
ROLL NO. 44641
NOTARIAL COMMISSION 0121
LIFETIME NO. 07936
OFF D. JAKOSALEM ST., CEBU CITY
BAYANIHAN BLDG. PROV. OF CEBU
MCLE COMPLIANCE NO. V1005072

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is entered into by and between:

The CITY OF CEBU, a local government unit created, established and existing pursuant to the laws of the Republic of Philippines, with principal office address at M.C. Briones St., Cebu City represented in this act by **HON. MICHAEL L. RAMA**, Mayor of legal age and with office address at Ground floor, Executive Bldg., Cebu City Hall, as authorized by the Sangguniang Panlungsod Resolution No. 16-3778-2023 dated 6-14-2023 herein referred to as the **FIRST PARTY**;

The **DEPARTMENT OF EDUCATION**, Cebu City Division, a national government functionary, represented in this act by **DR. NIMFA D. BONGO**, Schools Division Superintendent, of legal age and with office address at DepEd Cebu City Division, New Imus Road, Cebu City herein referred to as the **SECOND PARTY**;

The **UNIVERISTY OF THE VISAYAS**, Colon Street, Cebu City, duly represented by **DR. ROSEMARIE CRUZ-ESPAÑOL, CPA**, Chief Finance and Administrative Officer, herein referred to as the **THIRD PARTY**.

WITNESSETH:

WHEREAS, based on the statistics 80-85% of the high school graduates from the public schools in Cebu City have no opportunity to proceed to post-secondary education due to financial constraint;

WHEREAS, the Cebu City Government is desirous to give educational assistance to students who cannot afford post-secondary education, for them to become life-long learners and productive members of the society;

WHEREAS, the academe and the City Government decided to come up with educational assistance to all graduates from public secondary schools of Cebu City, Alternative Learning System (ALS) and Educational Voucher System (EVS), and shall be known as the "Cebu City Government College Scholarship program".

NOW THEREFORE, foregoing premises considered, the parties hereby agreed, on the following terms and conditions, to wit:

1. OBLIGATION OF THE FIRST PARTY;

- a. Appropriate or extend funds sufficient for all the scholars/student-beneficiaries' tuition, miscellaneous and other fees to complete a certificate course or a four or five year course in the amount of ten thousand pesos (P 10,000.00) per semester, per student grantee;
- b. Take charge of the processing of the payments due to participating schools/universities/colleges in the program;
- c. Pay the billed amount of the accredited institution twice every semester throughout the duration of the program;
- d. Responsible for the announcement of the scholarship program in coordination with the Second Party;
- e. Take charge of the Screening of student-applicant/s for the scholarship program in coordination with the Second Party;
- f. Monitor the progress of the students;
- g. Endorse to the third party the list of grantee of the program, and
- h. Issue voucher to qualified grantees after complying the required Intelligence Aptitude

2. OBLIGATION OF THE SECOND PARTY;

- a. Coordinate with the First Party and Third Party in relation to the program's implementation and improvement;
- b. Coordinate with the First Party for the announcement of the scholarship program and guidelines therein to all public secondary schools in the Cebu City Division; and
- c. Endorse to the First party the list of graduates from the different public secondary schools within the Cebu City Division.

3. OBLIGATION OF THE THIRD PARTY;

- a. Accommodate the enrolees and submit to the First party a list of officially enrolled scholars/ student-grantees in the current semester not later than the second week from the start of the regular classes;
- b. Submit to the First Party costing for enrollment fees;
- c. Coordinate with the First Party in the implementation of the program;
- d. Take responsibility in the proper implementation of the course offered;
- e. Forward billing of the scholars/student-grantees to the First Party twice every year one (1) month from the date of enrolment;
- f. Submit to the First Party a narrative report of the implementation of the program and the competency performance of the students for a given term/s;
- g. Send school representative to meetings and conferences called by the First Party relative to the program;
- h. Submit to the First Party the following;
 - g.1 List of Cebu City scholars/student-grantees who have graduated including graduates with honors
 - g.2 List of Cebu City scholars/student-grantees who have passed the board examinations and board Topnotchers
- i. Release the Transcript of Records (TOR) for those who are applying for employment or taking the Board examination, provided that they have paid in full their personal share above the Ten Thousand Pesos (P10,000.00) guaranteed payment from the City Government;
- j. Allow the scholars/student-grantee to transfer on reasonable grounds without requiring repayment of the school's counterpart if offered as long as the student-grantee has paid in full their personal share above the Ten Thousand Pesos (P10,000.00) guaranteed payment from the City Government; and
- k. Exempt the scholars/student-grantee, at the time of graduation, in paying for unnecessary fees (e.g. class rings).

4. MISCELLANEOUS PROVISIONS;

- a. The First Party shall conduct to all scholars/student-grantees a pre-conference before the start of the school year and a post conference at the end of the school year in the technical-vocational schools, colleges/ universities they are enrolled in;
- b. This Agreement shall take effect upon the execution of this contract, for a term of one (1) year. The term maybe extended upon mutual agreement by the Parties reduced into writing;
- c. The Agreement may be pre-terminated for breach of any of the conditions herein or non-compliance of any of the items under Section VI (Accredited Schools) of the Implementing Rules and Regulations and General Guidelines of the Scholarship Program, or substantial non-compliance of the Evaluation Checklist of the Cebu City Scholarship Committee. or upon mutual agreement of the parties. Provided that a

ACKNOWLEDGEMENT

Republic of the Philippines
City of Cebu)S.S

BEFORE ME, in the City of Cebu, Philippines, this 10 AUG 2023 day of _____, personally appeared,

Name	CTC	Issued On	Issued At	Gov't Issued ID
1. First HON. MICHAEL L. RAMA				
2. Second DR. NIMFA D. BONGO				
3. Third DR. ROSEMARIE CRUZ-ESPAÑOL, CPA				

Known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page where the Acknowledgement is written and acknowledged that the same is their free act and deed. Competent evidence of identity of the parties to the instrument were exhibited to me as indicated below their respective names.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

Doc. No. 411
Page No. 81
Book No. 6
Series of 23

MICHAEL FRANCIS L. HUBAHU
Notary Public for Cebu City
Notarial Commission No. 39-13
Until December 31, 2023
MCLE Compliance No. VII-0000218-April 15, 2019
Valid until April 14, 2025
IBP No. 252151-13/21/2022for 2023-Cebu Chapter
PTR NO. 1024197-12/27/2022for 2023-Cebu City
Roll of Attorney's No. 70918 June 05, 2018
2/F JSU-PSU Mariners' Court-Cebu
Vimcontu Compound, Pier 1, Cebu City

- thirty (30) – day notice shall be served by the Party intending to pre-terminate this Agreement upon the parties committing the breach or deemed in default;
- d. For students with discounted school fees, the balance of the tuition fee net of the discounts will be covered by the financial assistance but not exceeding the Ten Thousand Pesos (P 10,000.00) per semester grant;
 - e. The amount of financial assistance shall be given directly to the school through billing system;
 - f. All details of the program shall be contained in the enclosures together with its guidelines and requirements;
 - g. The students from the mountain barangays shall be given additional allowance of Ten Thousand Pesos (P 10,000.00) for the transportation per year to be released in a manner stated in the Implementing Rules and Regulations of the program.

IN WITNESS WHEREOF, the parties have hereunto affixed signatures on the 10 AUG 2023 day of _____ in Cebu City, Philippines.

CEBU CITY GOVERNMENT
(First Party)

Represented by:

HON. MICHAEL L. RAMA
City Mayor

UNIVERSITY OF THE VISAYAS
(Third Party)

Represented by:

DR. ROSEMARIE CRUZ-ESPAÑOL, CPA
Chief Finance and Administrative Officer

DEPARTMENT OF EDUCATION
(Second Party)

Represented by:

DR. NIMFA D. BONGSO
Schools Division Superintendent

Witness

JUDY CONCEPCION Y. NARRETE
Authorized Representative of the
Cebu City College Scholarship
Program – Chairman

Merlita G. Licardo
University Representative

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is entered into this _____ at the _____, Philippines, by and between:

The **CITY OF NAGA, CEBU**, a local government unit and a political subdivision of the Republic of the Philippines, with principal seat of government at the City Hall, East Poblacion, City of Naga, Cebu, duly represented by City Mayor, **ATTY. KRISTINE VANESSA T. CHIONG²**, hereinafter referred to as the "**FIRST PARTY**";

-and-

UNIVERSITY OF THE VISAYAS, an educational institution, created under the laws of the Republic of the Philippines, with principal office address at Colon Street, Cebu City, represented in this instance by its **President, DR. CONRADO E. INIGO JR.**, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH:

WHEREAS, the **FIRST PARTY** is cognizant of the important role that education plays as a mode of liberating the poor sector of society from the bondage of poverty;

WHEREAS, the **FIRST PARTY** desires to help the qualified and deserving secondary school graduates earn their college degrees through a city scholarship grant known as the "City of Naga, Cebu College Scholarship Grant"³ (Grant);

WHEREAS, **SECOND PARTY**, as an educational institution, shares the aspirations and objectives of the Grant and agrees to be a partner of the **FIRST PARTY** in this noble cause;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

I. OBLIGATIONS AND RESPONSIBILITIES

1. The FIRST PARTY shall:

1.1. Endorse the qualified scholars to the SECOND PARTY;

1.2. Subsidize the SCHOLAR's school fees for any four or five year course, in the amount not to exceed Twenty Five Thousand Pesos (P25,000.00) per semester chargeable against the General Fund.⁴

¹ Revised Memorandum of Agreement as approved by Sangguniang Panlungsod (SP) Ordinance No. 2021-67 dated July 1, 2021.

² By virtue of Sangguniang Panlungsod (SP) Resolution No. 680-2023 dated on July 26, 2023.

³ Revised Name as approved by Sangguniang Panlungsod (SP) Resolution No. 017-A-2014 dated June 11, 2014.

In the event that the school fees of the Scholar concerned, is more than P25,000.00 per semester, the excess shall be paid by the said Scholar on or before the 15th day from the start of classes.

In the event that the school fees is less than P25,000.00 per semester, the **FIRST PARTY** agrees that the remainder thereof be utilized for the payment of summer class, if required in the course curriculum as certified by the **SECOND PARTY**, or as payment of the miscellaneous fees such as but not limited to books, laboratory fees and allowances subject to the recommendation of the Committee and approval of the City Mayor;

1.3. Process the payment of the school fees due to the **SECOND PARTY** in relation to this Agreement. In universities or schools which has two or more branches or campuses, payment will be made to the particular Branch or campus where the Scholar is enrolled;

1.4. Initiate and conduct the necessary orientation with regard to the College Scholarship Grant;

1.5. Follow-up the accomplishment and submission of documents necessary for the enrollment of the Scholars in their chosen colleges and/or universities;

1.6. Monitor the academic performance and progress of the Scholars enrolled in the educational institution;

1.7. Authorize the cancellation and forfeiture of the College Scholarship Grant should the scholars drop any subject without any justifiable reason, resulting to under loading or going on a leave of absence without seeking prior approval from the **FIRST PARTY** and/ or violate the terms and conditions and/ or guidelines⁵ to which the College Scholarship Grant is accorded; and

1.8. Through the PESO Manager, **JOEL N. ANDALES** with contact number 489-9624 local 4020 and email address: peso.cityofnagacebu@yahoo.com, coordinate with the **SECOND PARTY**, in all matters pertinent to the College Scholarship Grant implementation and improvement, when necessary.

2. The **SECOND PARTY** shall:

2.1. Accept the qualified scholars as recommended by the **FIRST PARTY**, for enrollment;

2.2. Provide the **FIRST PARTY** the following documents necessary for enrollment and availment of tuition for discount;

- a. List of officially enrolled scholars
- b. Study Load
- c. Statement of Account/ Billing Statements
- d. Final Grades of last semester (if applicable).

2.3. Assign **MS. DEBORA F. OLFATO**, with contact number 253-4384 and email address: fad-olfato@uv.edu.ph, Accounting Specialist-Scholarship or authorized personnel to contact PESO Manager, **MR. JOEL N. ANDALES** liaise for the processing of documents and/or payments.

⁴ Not applicable in State Universities or Colleges.

⁵ Revised Memorandum of Agreement as approved by Sangguniang Panlungsod (SP) Ordinance No. 2021-67 dated July 1, 2021.

2.4. Monitor and supervise the proper implementation of the Grant and recommend to the Committee mechanisms to better enhance the Scholarship Grant; and

2.5. Attend meetings and conferences called by the **FIRST PARTY** relevant to the College Scholarship Grant.

3. That all parties shall be responsible in conducting pre and post conferences to all scholars.

II. EFFECTIVITY/ TERMINATION

This Agreement shall take effect from the date it is signed and shall be terminated only, with respect to the individual scholars concerned, when the said scholar has graduated the four or five year course, whatever is applicable or has forfeited the City of Naga, Cebu College Scholarship Grant due to violation/s of its terms and conditions as stated in the guidelines⁶. This Agreement can also be preterminated after service of written notice to the other party at least six (6) months prior to the intended date of pretermination.

III. EXCLUSIVITY

All legal actions arising from this Agreement shall be initiated in the proper courts of **Cebu** to the exclusion of all other courts or tribunals.

IV. SEPARABILITY

If, for any reason, any part or provision of this Agreement is declared invalid or unconstitutional, any part or provision not affected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the herein Parties have set their hands this _____ at _____, Philippines.

For the **FIRST PARTY**
CITY GOVERNMENT OF NAGA, CEBU

For the **SECOND PARTY**
UNIVERSITY OF THE VISAYAS

VALDEMAR M. CHIONG
City Mayor

DR. CONRADO L. INIGO JR.
President

Signed in the presence of:

HON. CLINT ISIDRO A. CHIONG
Chairperson, SP Committee on Education
City College Scholarship Grant Committee

DEBORA F. OLFATO
Accounting Specialist-Scholarship

⁶ Revised Memorandum of Agreement as approved by Sangguniang Panlungsod (SP) Ordinance No. 2021-67 dated July 1, 2021.

1st ACKNOWLEDGEMENT

Republic of the Philippines)

)S.S.

x-----//

BEFORE ME, a Notary Public within the territorial jurisdiction of the Regional Trial Court of Cebu City, personally appeared the following persons with their respective competent evidence of identity:

Name

VALDEMAR M. CHIONG
CLINT ISIDRO A. CHIONG

Type of ID/ ID No.

all of whom I have identified through competent evidence of identity and who represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This Instrument consists of only _____ (____) page/s, including this page in which this acknowledgment is written, duly signed by the parties and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this **NOV 28 2023** at City of Naga, Cebu, Philippines.

Doc. No. 461;
Page No. 82;
Book No. 2;
Series of 2023.

ATTY. GIOVANNI D. SUSUNC
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 2023-18-50
UNTIL DECEMBER 31, 2024
IBP NO. 317908 / 05-15-2023 / CEBU
PTR NO. 4441762 / 05-02-2023 / TALISAY
TALISAY CITY, CEBU
ROLL NO. 53097

2nd ACKNOWLEDGEMENT

Republic of the Philippines)

)S.S.

x-----**CEBU CITY**-----//

BEFORE ME, a Notary Public within the territorial jurisdiction of the Regional Trial Court of Cebu City, personally appeared the following persons with their respective competent evidence of identity:

Name

DR. CONRADO E. INIGO JR.
DEBORA F. OLFATO

Type of ID/ ID No.

all of whom I have identified through competent evidence of identity and who represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This Instrument consists of only four (4) page/s, including this page in which this acknowledgment is written, duly signed by the parties and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this **OCT 11 2023** at **CEBU CITY**, Philippines.

Doc. No. 95;
Page No. 20;
Book No. 46;
Series of 2023.

ATTY. GLICERIO A. BAGUIO, CPA
NOTARY PUBLIC
FOR CEBU CITY
UNTIL DECEMBER 31, 2023
NOTARIAL COMM. NO. 529-16
ROLL NO. 46546
IBP NO. 255968-CY2023-CEBU PROVINCE
PTR NO. 2264006-CY2023-CEBU CITY
#9 D. JAKOSALEM ST., STO. NIÑO, CEBU CITY
MCLE 7th COMP. NO.0003819-VALID UNTIL 4/14/2025

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is entered into by and between:

The **CITY OF CEBU**, a local government unit created, established and existing pursuant to the laws of the Republic of Philippines, with principal office address at M.C. Briones St., Cebu City represented in this act by **HON. RAYMOND ALVIN N. GARCIA**, Acting Mayor, of legal age and with office address at Ground floor, Executive Bldg., Cebu City Hall, as authorized by the Sangguniang Panlungsod Resolution No. 16-3991-2024 dated 06-05-24 herein referred to as the **FIRST PARTY**;

The **DEPARTMENT OF EDUCATION**, Cebu City Division, a national government functionary, represented in this act by **DR. NIMFA D. BONGO**, Schools Division Superintendent, of legal age and with office address at DepEd Cebu City Division, New Imus Road, Cebu City herein referred to as the **SECOND PARTY**;

The **UNIVERSITY OF THE VISAYAS**, Colon Street, Cebu City, duly represented by **DR. ROSEMARIE CRUZ-ESPAÑOL, CPA**, VP for Finance and QMS, herein referred to as the **THIRD PARTY**.

WITNESSETH:

WHEREAS, based on the statistics 80-85% of the high school graduates from the public schools in Cebu City have no opportunity to proceed to post-secondary education due to financial constraint;

WHEREAS, the Cebu City Government is desirous to give educational assistance to students who cannot afford post-secondary education, for them to become life-long learners and productive members of the society;

WHEREAS, the academe and the City Government decided to come up with educational assistance to all graduates from public secondary schools of Cebu City, Alternative Learning System (ALS) and Educational Voucher System (EVS), and shall be known as the "Cebu City Government College Scholarship program".

NOW THEREFORE, foregoing premises considered, the parties hereby agreed, on the following terms and conditions, to wit:

1. OBLIGATION OF THE FIRST PARTY;

- a. Appropriate or extend funds sufficient for all the scholars/student-beneficiaries' tuition, miscellaneous and other fees to complete a certificate course or a four or five year course in the amount of ten thousand pesos (P 10,000.00) per semester, per student grantee;
- b. Take charge of the processing of the payments due to participating schools/universities/colleges in the program;
- c. Pay the billed amount of the accredited institution twice every semester throughout the duration of the program;
- d. Responsible for the announcement of the scholarship program in coordination with the Second Party;
- e. Take charge of the Screening of student-applicant/s for the scholarship program in coordination with the Second Party;
- f. Monitor the progress of the students;
- g. Endorse to the third party the list of grantee of the program, and
- h. Issue voucher to qualified grantees after complying the required Intelligence Aptitude Examination (formerly the Filipino Intelligence Test/FIT).

2. OBLIGATION OF THE SECOND PARTY;

- a. Coordinate with the First Party and Third Party in relation to the program's implementation and improvement;
- b. Coordinate with the First Party for the announcement of the scholarship program and guidelines therein to all public secondary schools in the Cebu City Division; and
- c. Endorse to the First party the list of graduates from the different public secondary schools within the Cebu City Division.

3. OBLIGATION OF THE THIRD PARTY;

- a. Accommodate the enrolees and submit to the First party a list of officially enrolled scholars/ student-grantees in the current semester not later than the second week from the start of the regular classes;
- b. Submit to the First Party costing for enrollment fees;
- c. Coordinate with the First Party in the implementation of the program;
- d. Take responsibility in the proper implementation of the course offered;
- e. Forward billing of the scholars/student-grantees to the First Party twice every year one (1) month from the date of enrolment;
- f. Submit to the First Party a narrative report of the implementation of the program and the competency performance of the students for a given term/s;
- g. Send school representative to meetings and conferences called by the First Party relative to the program;
- h. Submit to the First Party the following;
 - g.1 List of Cebu City scholars/student-grantees who have graduated including graduates with honors
 - g.2 List of Cebu City scholars/student-grantees who have passed the board examinations and board Topnotchers
- i. Release the Transcript of Records (TOR) for those who are applying for employment or taking the Board examination, provided that they have paid in full their personal share above the Ten Thousand Pesos (P10,000.00) guaranteed payment from the City Government;
- j. Allow the scholars/student-grantee to transfer on reasonable grounds without requiring repayment of the school's counterpart if offered as long as the student-grantee has paid in full their personal share above the Ten Thousand Pesos (P10,000.00) guaranteed payment from the City Government; and
- k. Exempt the scholars/student-grantee, at the time of graduation, in paying for unnecessary fees (e.g. class rings).

4. MISCELLANEOUS PROVISIONS;

- a. The First Party shall conduct to all scholars/student-grantees a pre-conference before the start of the school year and a post conference at the end of the school year in the technical-vocational schools, colleges/ universities they are enrolled in;
- b. This Agreement shall take effect upon the execution of this contract, for a term of one (1) year. The term maybe extended upon mutual agreement by the Parties reduced into writing;
- c. The Agreement may be pre-terminated for breach of any of the conditions herein or non-compliance of any of the items under Section VI (Accredited Schools) of the Implementing Rules and Regulations and General Guidelines of the Scholarship Program, or substantial non-compliance of the Evaluation Checklist of the Cebu City Scholarship Committee, or upon mutual agreement of the parties; Provided that a

- (30) – day notice shall be served by the Party intending to pre-terminate this Agreement upon the parties committing the breach or deemed in default;
- d. For students with discounted school fees, the balance of the tuition fee net of the discounts will be covered by the financial assistance but not exceeding the Ten Thousand Pesos (P 10,000.00) per semester grant;
 - e. The amount of financial assistance shall be given directly to the school through billing system;
 - f. All details of the program shall be contained in the enclosures together with its guidelines and requirements;
 - g. The students from the mountain barangays shall be given additional allowance of Ten Thousand Pesos (P 10,000.00) for the transportation per year to be released in a manner stated in the Implementing Rules and Regulations of the program.

IN WITNESS WHEREOF, the parties have hereunto affixed signatures on JUN 13 2024 day of _____ in Cebu City, Philippines.

CEBU CITY GOVERNMENT
(First Party)

Represented by:

HON. RAYMOND ALVIN N. GARCIA
Acting City Mayor

UNIVERSITY OF THE VISAYAS
(Third Party)

Represented by:

DR. ROSEMARIE CRUZ-ESPAÑOL, CPA
VP for Finance and QMS

DEPARTMENT OF EDUCATION
(Second Party)

Represented by:

DR. NIMFA D. BONGO
Schools Division Superintendent

Witness

**Authorized Representative of the
Cebu City College Scholarship
Program – Chairman**

University Representative

ACKNOWLEDGEMENT

Republic of the Philippines
City of Cebu)S.S

BEFORE ME, in the City of Cebu, Philippines, this day of JUN 13 2024,
personally appeared,

Name	CTC	Issued On	Issued At	Gov't Issued ID
1. First HON. RAYMOND ALVIN N. GARCIA				
2. Second DR. NIMFA D. BONGO				
3. Third DR. ROSEMARIE CRUZ-ESPAÑOL, CPA				

Known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages including this page where the Acknowledgement is written and acknowledged that the same is their free act and deed. Competent evidence of identity of the parties to the instrument were exhibited to me as indicated below their respective names.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

Doc. No. 467
Page No. 94
Book. No. 1
Series of 2024


ATTY. GLICERIO A. BAGUIO, CPA
NOTARY PUBLIC
FOR CEBU CITY
UNTIL DECEMBER 31, 2025
NOTARIAL COMM. NO. 015-24
ROLL NO. 46596
IBP NO. 323197-CY2024-CEBU PROVINCE
PTR NO. 2483530-CY2024-CEBU CITY
#9 D. JAKO SALEM ST., STO. NIÑO, CEBU CITY
MCLE 7th COMP NO. 0003819-VALID UNTIL 4/14/2028





REPUBLIC OF THE PHILIPPINES
PROVINCE OF DINAGAT ISLANDS
OFFICE OF THE PROVINCIAL GOVERNOR
REGION XIII (CARAGA)

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This instrument is executed and entered into by and between:

THE PROVINCIAL GOVERNMENT OF DINAGAT ISLANDS, a local government unit with office address at Cuarinta, San Jose, Dinagat Islands, represented in this act by **Hon. Governor NILO P. DEMEREY, JR., MPM**, hereinafter referred to as the "**First Party**";

-and-

THE UNIVERSITY OF THE VISAYAS, an educational institution duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Colon Street, Cebu City, Philippines, represented by its President **DR. CONRADO E. INIGO, JR.**, hereinafter referred to as the "**Second Party**".

WITNESSETH, That:

WHEREAS, it is the policy of the First Party to deliver basic dental services for its constituents by striving to provide sufficient number of doctors in dental medicine to cater to the dental health needs of its people;

WHEREAS, this noble endeavor of the First Party of providing effective and efficient services to its people, is hindered by the lack of doctors in dental medicine in its locality;

WHEREAS, in order to solve this predicament, the First Party has envisioned a **PROVINCIAL COMPREHENSIVE MEDICAL AND DENTAL SCHOLARSHIP PROGRAM** by enacting **Provincial Ordinance No. BBE3-564 as amended through Provincial Ordinance No. BB3-1109 dated September 27, 2024** to remedy this dearth of doctors in dental medicine by sending its qualified and deserving students, as scholar to dental school and who in turn will be able to serve their community as licensed dental medicine practitioner in due time;

WHEREAS, the Second Party is a private, non-sectarian, educational institution which can help the First Party attain its laudable undertaking;

NOW THEREFORE, for and in consideration of the foregoing premises, the First Party and the Second Party hereby agree to observe and comply with the terms and conditions herein set forth:

1. The itemized bills from the Second Party which consist of the dental scholar's tuition fees, miscellaneous fees , laboratory fees and other fees should be shouldered by the First Party effective on his First Semester, on his Third Year Doctor in Dental Medicine Course, academic year 2024-2025 onwards;
2. The Second Party shall notify the First Party regarding all accounts and adjustments of fees of the medical scholar of the latter;
3. The payment of the dental scholar's school bills shall be made through checks payable to the Second Party and it shall be deposited or delivered upon receipt of school bills;
4. The Second Party, through its Scholarship Office, shall send a **Certification of Grades** of the scholar after every semester directly to the **Provincial Human Resource Management and Development Office (PHRMDO)** of the First Party at the above-stated address;
5. Any communication about the status of the dental scholar should be sent to the **PHRMDO** of the First Party at same address.
6. The dental scholar will be subjected to the retention policy of the Second Party. Therefore, if the dental scholar will not be able to meet the required grade retention of the College of Dental Medicine, the Second Party has the prerogative not to accept the student on the succeeding semesters notwithstanding this MOA.
7. The parties shall observe faithful execution of their duties under this MOA. Any amendments thereto should be by mutual consent and must be made in writing.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 17th day of December, 2024 at the University of the Visayas, Cebu City, Philippines.

**PROVINCIAL GOVERNMENT
OF DINAGAT ISLANDS**

(First Party)

By:

NILO P. DEMEREY, JR., MPM

Governor

JOSE GENOFRIO W. CARLOS

OIC- Provincial HRMO

EVELINA S. APOLINARIO

Provincial Accountant

BM JOCELYN B. RELATOR, RN

Chairman, Committee on Education

UNIVERSITY OF THE VISAYAS

(Second Party)

By:

DR. CONRADO E. INIGO, JR.

President

DR. ROSEMARIE CRUZ-ESPAÑOL, CPA

VP for Finance and QMS

ANNA LOU C. CABUENAS

VP for Academic

DR. YVONNE M. SEVILLA

Dean, School of Dentistry

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of Cebu) SS.

BEFORE ME this December 17, 2024 personally appeared:

Name

Competent proof of identity

NILO P. DEMEREY, JR., MPM

GOV-001

DR. CONRADO E. INIGO, JR.

Passport

Known to me and to me known to be the same persons who executed the foregoing **PROVINCIAL SCHOLARSHIP AGREEMENT** consisting of three (3) pages including this page on which the acknowledgment is written, signed by the parties and their instrumental witnesses and who acknowledged to me that the same is their own free act and deed, and that they are duly authorized to enter into this agreement.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal on the date and place above written.

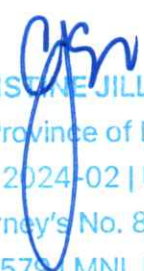
WITNESS MY HAND AND SEAL.

Doc. No.: 178

Page No.: 12

Book No.: X

Series of 2024


ATTY. CHRISTINE JILL S. CASTRO
San Jose, Province of Dinagat Islands
Comm. No. 2024-02 | Until 12-31-25
Roll of Attorney's No. 82134
IBP No. 501579 | MNL | 2025
PTR No. 1340628 | PDI | 2025
MCLE Compliance No. VIII – 0006994/
Until April 14, 2028



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
City of Cebu) SS.

BEFORE ME this December 17, 2024 personally appeared:

Name

Competent proof of identity

NILO P. DEMEREY, JR., MPM

GOV-001

DR. CONRADO E. INIGO, JR.

Passport

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IN WITNESS WHEREOF, I have hereunto affixed my hand and seal on the date and place above written.

DEC 17 2024

WITNESS MY HAND AND SEAL.

Doc. No.: 21
Page No.: 5
Book No.: 2
Series of 2024


ATTY. JOHN ELEFFORD R. LAPEZ, CPA
Notary Public for Cebu City
Notarial Commission No. 223-23
Valid until 31 December 2024
Roll of Attorney No. 86185
PTR No. 2493057/01.04.2024/Cebu City
IBF No. 416134/01.11.2024/Cebu Province
LE Compliance Exempt (Recently Admitted: May 2, 2019)
Suite 102, Terepita Bldg., Jasmine St. cor.
Avenida S.S., Capital Side, Cebu City, Philippines 6000



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** is entered into this _____ at the City of Naga, Cebu, Philippines, by and between:

The **CITY OF NAGA, CEBU, LOCAL GOVERNMENT**, a political subdivision duly constituted, and established under the laws of the Republic of the Philippines, with principal seat of office at City Hall Building, East Poblacion, City of Naga, Cebu, duly represented herein by **HON. VALDEMAR M. CHIONG**, in his official capacity as City Mayor, duly authorized for this purpose by virtue of Sangguniang Panlungsod Resolution No. 1358-2024 approved on 26 June 2024, and hereinafter referred to as "**Naga-LGU**";

-and-

UNIVERSITY OF THE VISAYAS, a private educational institution, created under the laws of the Republic of the Philippines, with principal office address at _____
Colon Street, Parian, Cebu
City _____, represented in this instance by its
President, DR. CONRADO E. INIGO JR.
hereinafter referred to as the "**(UNIVERSITY OF THE VISAYAS)**"

Naga-LGU and (UNIVERSITY OF THE VISAYAS) shall hereinafter be collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, the **Naga-LGU** is cognizant of the important role that education plays as a mode of liberating the poor sector of society from the bondage of poverty;

WHEREAS, the **Naga-LGU** desires to help the qualified and deserving secondary school graduates earn their college degrees through a city scholarship grant known as the "City of Naga, Cebu College Scholarship Grant" (**the "Grant"**);

WHEREAS, (**UNIVERSITY OF THE VISAYAS**), as an educational institution, shares the aspirations and objectives of the Grant and agrees to be a partner of the **Naga-LGU** in this noble cause;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

I. OBLIGATIONS AND RESPONSIBILITIES

1. The Naga-LGU shall:

- 1.1. Endorse the qualified scholars to the (**UNIVERSITY OF THE VISAYAS**);
- 1.2. Subsidize the **SCHOLAR's** school fees for any four or five year course, in the amount not to exceed Twenty Five Thousand Pesos (P25,000.00) per semester chargeable against the General Fund.

In the event that the school fees of the Scholar concerned is more than Twenty Five Thousand Pesos (P25,000.00) per semester, the excess shall be paid by the said Scholar on or before the 15th day from the start of classes.

In the event that the school fees is less than Twenty Five Thousand Pesos (P25,000.00) per semester, the **Naga-LGU** agrees that the remainder thereof be utilized for the payment of summer class, if required in the course curriculum as certified by the **(UNIVERSITY OF THE VISAYAS)**, or as payment of the miscellaneous fees such as but not limited to books, laboratory fees and allowances subject to the recommendation of the Committee and approval of the City Mayor;

- 1.3. Process the payment of the school fees due to the **(UNIVERSITY OF THE VISAYAS)** in relation to this Agreement. In universities or schools which has two or more branches or campuses, payment will be made to the particular Branch or campus where the Scholar is enrolled;
- 1.4. Initiate and conduct the necessary orientation with regard to the College Scholarship Grant;
- 1.5. Follow-up the accomplishment and submission of documents necessary for the enrollment of the Scholars in their chosen colleges and/or universities;
- 1.6. Monitor the academic performance and progress of the Scholars enrolled in the educational institution;
- 1.7. Authorize the cancellation and forfeiture of the College Scholarship Grant should the scholars drop any subject without any justifiable reason, resulting to under loading or going on a leave of absence without seeking prior approval from the **Naga-LGU** and/ or violate the terms and conditions and/ or guidelines to which the College Scholarship Grant is accorded; and
- 1.8. Through the Public Employment Service Office Manager, **JOEL N. ANDALES** with contact number 489-9624 local 4020 and email address: peso.cityofnagacebu@yahoo.com, coordinate with the **(UNIVERSITY OF THE VISAYAS)**, in all matters pertinent to the College Scholarship Grant implementation and improvement, when necessary.

2. The (UNIVERSITY OF THE VISAYAS) shall:

- 2.1. Accept the qualified scholars as recommended by the **Naga-LGU**, for enrollment;
- 2.2. Provide the **Naga-LGU** the following documents necessary for enrollment and availment of tuition for discount;
 - a. List of officially enrolled scholars
 - b. Study Load
 - c. Statement of Account/ Billing Statements
 - d. Final Grades of last semester (if applicable).

- 2.3. Assign MS. DEBORA F. OLFATO, with contact number 2534384 local 109 and email address: fad-dolfato@uv.edu.ph, Accounting Specialist-Scholarship or authorized personnel to contact PESO Manager, **MR. JOEL N. ANDALES**, to liaise for the processing of documents and/or payments.
- 2.4. Monitor and supervise the proper implementation of the Grant and recommend to the Committee mechanisms to better enhance the Scholarship Grant; and
- 2.5. Attend meetings and conferences called by the **Naga-LGU** relevant to the College Scholarship Grant.
- 2.6. That all parties shall be responsible in conducting pre and post conferences to all scholars.

II. EFFECTIVITY/ TERMINATION

This Agreement shall take effect from the date it is signed and shall be terminated only, with respect to the individual scholars concerned, when the said scholar has graduated the four or five year course, whatever is applicable or when the Naga-LGU forfeits the City of Naga, Cebu College Scholarship Grant of the SCHOLAR due to violation/s of its terms and conditions as stated in the guidelines.

III. MEDIATION

Should any disagreement arise out of the application, interpretation, or implementation of this MOA, the Parties shall endeavor to exercise their best efforts to negotiate their differences. Alternative methods of dispute resolution following the Philippine laws shall be exhausted before resorting to court litigation. If the alternative dispute resolution is unsuccessful, further legal actions shall be filed with the applicable or proper court of City of Naga, Cebu, Philippines.

IV. EXCLUSIVITY

All legal actions arising from this Agreement shall be initiated only in the proper courts of **Cebu** to the exclusion of all other courts or tribunals.

V. CONFIDENTIALITY.

The Parties agree to keep confidential information related to, or an offshoot of this Agreement and will not use without the prior written consent of the other party, disclose to any third party any information relating to the details of this Agreement unless such information is required by law to be disclosed or is in the public domain. Both parties shall agree to abide by the Data Privacy Act of 2012. These confidentiality provisions shall apply to all confidential information exchanged between both Parties. The confidentiality

VI. SEPARABILITY

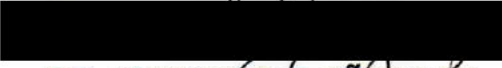
If, for any reason, any part or provision of this Agreement is declared invalid or unconstitutional, any part or provision not affected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the herein Parties have set their hands this 30 JAN 2025 at City of Naga, Cebu, Philippines.

For the **CITY OF NAGA, CEBU**
LOCAL GOVERNMENT:

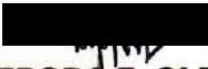

VALDEMAR M. CHIONG
City Mayor

For the **(UNIVERSITY OF THE**
VISAYAS):


DR. CONRADO E. INIGO, JR.
President

Signed in the presence of:


HON. CLINT ISIDRO A. CHIONG
Chairperson, SP Committee on Education
City College Scholarship Grant Committee


DEBORA F. OLFATO
Accounting Specialist-Scholarship

Republic of the Philippines)
 City of Naga, Cebu) S.S.
 x-----//

BEFORE ME, a Notary Public within the territorial jurisdiction of the Regional Trial Court of Cebu City, personally appeared the following persons with their respective competent evidence of identity:

Name
VALDEMAR M. CHIONG
CLINT ISIDRO A. CHIONG

Type of ID/ ID No.

all of whom I have identified through competent evidence of identity and who represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This Instrument consists of only five (5) page/s, including this page in which this acknowledgment is written, duly signed by the parties and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this 30 JAN 2025 at City of Naga, Cebu, Philippines.

Doc. No. 389;
 Page No. 78;
 Book No. x1;
 Series of 2025

ATTY. JESSICA T. BANCAN-NATAD
 Roll No. 66815
 Notary Public for the City of Naga, Cebu
 Notarial Commission No. 2022-01-EJ
 Until Dec. 31, 2025
 IBP Cebu: 38995 (12/15/23)
 PTA Naga, Cebu: 1212648 (1/8/24)
 E. Sayson St., Central Poblacion
 City of Naga, Cebu

2nd ACKNOWLEDGEMENT

Republic of the Philippines)
CEBU CITY) S.S.
 x-----//

BEFORE ME, a Notary Public within the territorial jurisdiction of the Regional Trial Court of Cebu City, personally appeared the following persons with their respective competent evidence of identity:

Name
DR. CONRADO E. IÑIGO, JR.
DEBORA F. OLFATO

Type of ID/ ID No.

all of whom I have identified through competent evidence of identity and who represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This Instrument consists of only five (5) page/s, including this page in which this acknowledgment is written, duly signed by the parties and his instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this AUG 12 2024 at **CEBU CITY**, Philippines.

Doc. No. 120;
 Page No. 25;
 Book No. 1;
 Series of 2024.

FRIDAY B. BARTIQUIN
 Notary Public for Cebu City
 Notarial Commission No. 156-23
 Until December 31, 2024
 MCLE Compliance No. VIII-0002754
 Valid until April 14, 2028
 IBP No. 389706 / 01-02-24 Cebu
 PTR No. CEB 2495665 / Issued on 12-21-23 Cebu City
 Roll No. 82617

VERSION NO. 1	MANUAL TITLE ACADEMIC AFFAIRS MANUAL	DOCUMENT NO. AAM 23.10
	DOCUMENT NAME ACADEMIC SCHOLARSHIP FOR COLLEGIATE PROGRAMS AND JURIS DOCTOR	REVISION NO. 0
		EFFECTIVITY DATE AUGUST 1, 2022
		PAGE NO. 1 of 5

1.0 Objective

To establish guidelines for the screening and qualification process of the academic scholarship program for the incoming freshmen of the University.

2.0 Scope

The guidelines shall be applicable to all students of the University across all campuses who will apply for the academic scholarship program in any of the baccalaureate programs including Juris Doctor (JD).

3.0 Policies

3.1 Incoming Freshman

- 3.1.1 Shall fill up the application for scholarship privileges and submit with the required supporting documents to the office of the scholarship and privileges for evaluation.
- 3.1.2 Shall pay the qualifying exam fee to the teller of the Finance and Accounting Department.
- 3.1.3 Shall take and pass the qualifying examination to be administered by the Psychometrician-Student Affairs Services Center. The applicant should at least get an "average" category to qualify.
- 3.1.4 The privileges granted to entrance scholars shall be for one academic year only. The scholar should meet the grade requirement and pass the qualifying examination to continuously avail of the privileges.

3.2 The scholar should carry a full load per term according to the program of studies.

3.3 Scholarship privileges granted to a continuing scholar shall be good for the current semester/term only. Grades for the current semester should be submitted to the scholarship coordinator for evaluation.

3.4 To maintain the scholarship privilege, the student has to pass the qualifying examination and meet the grade requirements as specified in the scholarship privileges table.

3.5 A year level discipline based qualifying examination will be administered to the existing scholars. (i.e., incoming 2nd year/ incoming 3rd year and incoming 4th year).

3.6 The Scholarship Coordinator shall post the schedule and venue of the year levels scholarship qualifying examination.

3.7 The year level discipline based qualifying examination shall be administered by the Program Coordinator of the college where the scholar is enrolled. The

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		EFFECTIVITY DATE AUGUST 1, 2022
		PAGE NO. 2 of 5

results will be forwarded to the Scholarship Coordinator for consideration.

- 3.8 The SPO shall submit the consolidated list of qualified scholars to the office of the Chief Academic Officer.
- 3.9 The Chief Academic Officer shall endorse the consolidated list of qualified academic scholars to the office of the Chief Finance and Administrative Officer and Chief Executive Officer for approval.
- 3.10 The Chief Finance and Administrative Officer and Chief Executive Officer shall approve the official list of scholars/grantees.
- 3.11 The approved list shall be forwarded to the Students' Accounts In-Charge to effect entries into the ledger of respective qualified scholars.
- 3.12 The following offices shall be given a copy of the approved list of scholars/grantees and their privileges for their information, guidance & monitoring:
 - 3.12.1 Scholarship and Privileges Office (SPO)
 - 3.12.2 Student Affairs and Services Center (SASC)
 - 3.12.3 Student Records and Management Department (SRMD)
 - 3.12.4 Principal
- 3.13 The Coordinator-SPO shall accordingly communicate the results to the applicants.
- 3.14 The privileges granted is conditioned upon the scholar's faithful compliance with all the school rules and regulations as well as those pertaining to the privileges availed. Any breach committed deemed punishable under the Students' Manual is a ground for the discontinuance of the scholarship granted.
- 3.15 Qualifying Examination in Flexible Learning
 - 3.15.1 The following guidelines must be strictly observed by the examinee of the qualifying exam:
 - 3.15.1.1 The camera shall be open for the whole duration of the examination.
 - 3.15.1.2 The examination shall be taken for one (1) hour duration.
 - 3.15.1.3 Coaching and/or cheating is not allowed.
 - 3.15.1.4 Programmable calculator is strictly prohibited.
 - 3.15.1.5 Opening of any browser is not allowed.
 - 3.15.1.6 In case the applicant will be disconnected during the conduct of the examination due to internet connectivity issues, he/she shall notify the proctor if he/ she is able to reconnect in the virtual room for at most 5 minutes. If he/ she is not able to reconnect in the virtual room on the duration allotted (time ≤ 5 minutes), the applicant will be rescheduled or may not for another examination

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depending on the given circumstances.

3.15.1.7 Any violation of the above rules shall disqualify the applicant from being granted in any kind of scholarships offered in the institution.

3.16 Scholarship Privileges

3.16.1 *Entrance Scholarship*

3.16.1.1 Juris Doctor

Honors Received	Qualifying Exam	Privileges	
		Tuition	Miscellaneous
Summa/Magna Cum Laude	average	Full free	Full free
Cum Laude	average	Full free	Pay

3.16.1.2 Any Four-Year Tertiary Program

Honors Received	Qualifying Exam	Privileges	
		Tuition	Miscellaneous
With highest honors	average	Full free	Full free
With high honors	average	Full free	Pay
With honors	average	75%	Pay

3.16.1.3 Continuing Scholarship Privileges for Four Year Tertiary/Juris Doctor Program

GWA	Qualifying Exam	Privileges	
		Tuition	Miscellaneous
1.00-1.20 with no grade below 1.5 in any subject	pass	Full free	Full free
1.21-1.45 with no grade below 1.7 in any subject	pass	Full free	Pay
1.46-1.70 with no grade below 2.0 in any subject	pass	75%	Pay

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	DOCUMENT NAME ACADEMIC SCHOLARSHIP FOR COLLEGIATE PROGRAMS AND JURIS DOCTOR	REVISION NO. 0
		EFFECTIVITY DATE AUGUST 1, 2022
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4.0 Narrative Procedures

4.1 Entrance Scholarship

Person Responsible	Activities
Applicant	1. Fills out the Application Form and submits with the required documents to the scholarship coordinator upon application 1.1 Application Form 1.2 Certificate of Honors 1.3 Report Card 1.4 Certificate of Good Moral Character 1.5 Orient the stakeholders of the Policy
Admission Specialist	2. Reviews the authenticity of the documents. 3. Advises the qualified applicant on the schedule of the examination and to pay the exam fees to the accounting. 4. Endorses the initial list of applicants to the office of the SASC.
Applicant	5. Pays to the Teller-FAD. 6. Takes the exam according to the schedule.
Teller	7. Accepts payment and issue receipt.
Psychometrician	8. Administers the qualifying examination for incoming freshman following the guidelines. 9. Submits the results of the examination to the Dean. 10. Submit to the Accounting Receivable and Billing Scholarship Supervisor the verified list of applicants who qualify for the scholarship.

4.2 Continuing Student Scholarship

Person Responsible	Activities
Program Coordinator	1. Administers the year level discipline based qualifying examination. 2. Submits the results to the Coordinator of SPO.
Accounting Receivable and Billing Scholarship Supervisor	3. Consolidates, finalizes, and submits the list to the CAO for endorsement.
CFAO / CEO	4. Approves the list of qualified scholars.
Students' Accounts' In-Charge	5. Effects entries into the respective ledger of the grantees.
SPO/SASC/SRMD	6. Gets a copy of the approved list of grantees/scholars.

VERSION NO. 1	MANUAL TITLE ACADEMIC AFFAIRS MANUAL	DOCUMENT NO. AAM 23.10
	DOCUMENT NAME ACADEMIC SCHOLARSHIP FOR COLLEGIATE PROGRAMS AND JURIS DOCTOR	REVISION NO. 0
		EFFECTIVITY DATE AUGUST 1, 2022
		PAGE NO. 5 of 5

5.0 List of Forms

5.1 Application Form

Prepared by:	Reviewed by:	Approved by:
 <u>Dr. Ma. Crispy B. Velasco, RGC, LPT</u> Director, Student Affairs and Services Center	 <u>Dr. Anna [redacted] enas, LPT</u> Chief Academic Officer	 <u>Dr. Conrado E. Inigo, Jr.</u> President & CEO

Version no. 1	Manual Title : ADMINISTRATIVE MANUAL	Document No.
 University of the Visayas	Document Name: Non-Academic Scholarship for Student Assistants (Guidelines)	Version No. 1
		Effectivity Date: August 1, 2022
		Page No. 1

1.0. Objectives

The Non-Academic Scholarship Program for Student Assistants at the University of the Visayas is designed to provide meaningful support to qualified students by offering opportunities for compensated service within the university setting. This program aims to provide an inclusive pathway for students to access higher education through financial assistance, while also engaging them in structured work experiences that foster academic and personal growth.

Through this guideline, the University aims to standardize the recruitment, deployment, and supervision of Student Assistants across all campuses, ensuring transparency, consistency, and alignment with institutional values. It also affirms the university's commitment to protecting Student Assistants' welfare, dignity, and academic priorities by outlining clear responsibilities and safeguarding them from exploitative practices or inappropriate work assignments.

Moreover, the program enhances the operational efficiency of various offices and departments by integrating Student Assistants into support functions that are directly relevant to university operations in a responsible manner. Ultimately, this policy fosters a developmental and ethical working environment where Student Assistants can contribute meaningfully while preparing themselves for future academic and professional success.

1.0 Scope

- 1.1 This policy applies to all Student Assistants of the University, both from the Main and Satellite Campuses

2.0 Reference/s

3.0 Policies

3.1 Admission and Eligibility Conditions

1. Departments, Offices, and Units in need of the services of Student Assistants shall send an approved and documented request to the HRD for deployment.
2. The following are the essential criteria for the admission of Student Assistants:
 - a. Willing and Able to render office-related work.
 - b. Must have passed the Recruitment and Selection Process.
3. All candidates who have successfully passed the entrance examinations shall undergo the Recruitment and Selection Process of the University
4. All newly accepted Student Assistants must attend a mandatory orientation facilitated by the HRD-LD before deployment. Attendance is a prerequisite for activation of scholarship privileges.

Version no. 1	Manual Title : ADMINISTRATIVE MANUAL	Document No.
 University of the Visayas	Document Name: Non-Academic Scholarship for Student Assistants (Guidelines)	Version No. 1
		Effectivity Date:
		Page No. 2

3.2 **BENEFITS AND ENROLMENT PROCESS**

1. In exchange for the valuable service that student assistants provide for the University, student assistants shall be eligible to enroll up to a maximum of 18 units, equivalent to 6 subjects, per semester and six (6) units, equivalent to two (2) subjects, for every special period with full free tuition privilege.
2. Student Assistants shall undergo the enrolment process 1 week before the start of the semester, according to the specified schedule from the University Calendar of Activities.
3. Student Assistants shall undergo the enrolment process according to the guidelines set by the University.
4. Departments and Offices shall send the required documents for scholarship endorsement to the Human Resources Department.
5. Student Assistants shall submit their official class schedules to HRD upon enrollment. Any schedule conflict must be endorsed by the department head with justification.
6. Students receiving other full scholarships must declare such to the HRD. Double full-benefit privileges are not allowed unless explicitly approved by the Scholarship Office.

3.3 **OFFICE ASSIGNMENT**

1. The Human Resources Department shall assign a Student Assistant following the approved number of Student Assistants per office. Transfer from one office to another may only be possible upon the request of the head for the following reasons:
 - a. The responsibility in the current office jeopardizes the overall health and safety of the Student Assistant
 - b. Dissolution of the section
2. Student Assistants may not be assigned under the direct supervision of relatives up to the fourth degree of consanguinity or affinity, or individuals with whom they have a close personal relationship.
3. Assigning student assistants to an office is a privilege the university administration provides to assist heads of offices in accomplishing their goals and targets.
4. This privilege may be removed if necessary, as the University Administration decides, following any violations against this guideline or any proven case of maltreatment of Student Assistants assigned in any department.

3.4 **SERVICE HOURS AND STUDENT ASSISTANT RESPONSIBILITIES**

1. The Student Assistant shall render service for at least 4 to 6 hours daily, as agreed upon between the Department and the Student Assistant. Adjustments to working hours during examination periods or unforeseen academic demands may be arranged with prior approval. The following schedule may be applied:
 - a. Morning: 7:00 AM to 2:00 PM (12:00 to 1:00 PM Lunch Break excluded from the scholarship period)
 - b. Afternoon/Evening: 2:00 PM to 9:00 PM (6:00 to 7:00 PM Dinner Break excluded from the scholarship period)
 - c. Other arrangements may be applied, provided that the minimum and maximum hours are followed without any broken schedule.

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2. All work rendered beyond 6 hours per day must be documented and approved in writing by the HRD
3. Work schedules may include Saturdays and Sundays, depending on the operational needs of the office, provided that the student assistant will still receive two resting days.
4. During preparation for Accreditations, College Inspections, Audits, and other critical days, Student assistants shall be required to render additional hours.
5. In case of illness or emergency, Student Assistants must notify the department within 24 hours and submit documentation (e.g., medical certificate) within three working days.
6. Three or more unexcused absences per month shall trigger a performance review. Absences must be justified with written documentation submitted within 24 hours.
7. No Student Assistant shall be assigned to work outside the University premises unless a written request and approval form is submitted to and cleared by the HRD-LD.
8. All Student Assistants shall record daily log-in and log-out times, verified by their immediate supervisor. False or manipulated records constitute dishonesty..
9. Student Assistants shall personally perform all assigned tasks. Delegation of responsibilities to unauthorized individuals is strictly prohibited and subject to disciplinary action.
10. Student Assistants are expected to maintain professional boundaries and shall not use their affiliation or office access to gain undue advantage in academic or personal affairs.

3.5 **DRESS CODE** - Student Assistants are expected to observe professional behavior and dress appropriately during their duty hours.

3.6 **STUDENT ASSISTANT WELFARE AND ACADEMIC PRIORITY**

1. The University recognizes the importance of the Student Assistant's mental and physical well-being. The Student Assistant may seek counseling or support from wellness services through the Student Affairs and Services Center if they experience undue stress in their assigned department or academic challenges.
2. **Prohibited Activities:** The Department is forbidden from asking the Student Assistant to perform personal favors, including but not limited to:
 - a. Carrying duplicated keys for office doors, desks, or locked equipment.
 - b. Forward documents containing personal information not sealed to an envelope or any enclosure
 - c. Reading or handling highly confidential documents.
 - d. Depositing or withdrawing money from any employee's accounts.
 - e. Running errands that are unrelated to the official Department's business.
 - f. Purchasing personal items for any employee within the Department.
 - g. Using personal funds to pay for any employee's expenses.
 - h. Cleaning or maintaining employees' personal belongings, such as their vehicles or items.
 - i. Babysitting or attending to any employee's family matters.

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- j. Working outside university premises unless it is an officially sanctioned activity, and performing domestic chores for any employee, such as buying groceries or preparing meals.
 - k. Assisting with non-University-related paperwork, such as filling out personal forms.
 - l. Any other activity not aligned with the University's official business or Student Assistant duties.
 - m. Remain in the office beyond the agreed schedule except for exceptional circumstances, such as critical periods involving audits, inspections, or other urgent and necessary matters.
3. Student Assistants must not be required to perform office-related tasks during their class hours or mandatory academic activities. Each department shall align task assignments with the official class schedule submitted at the start of the semester.
4. Any supervisor who knowingly violates the provisions of this policy or condones the mistreatment of Student Assistants shall be subject to disciplinary action under the University's Grievance Policy, including removal of privilege to supervise Student Assistants.
5. Student Assistants have the right to decline any task that respectfully:
 - a. Is not within the scope of their assigned duties;
 - b. Conflicts with their academic requirements or wellness;
 - c. Involves any employee's personal errands, financial obligations, or domestic matters.
6. The HRD-LD and Student Affairs and Services Center shall jointly facilitate periodic well-being check-ins and feedback collection from Student Assistants at least once per semester. This shall include:
 - a. Self-assessment of workload balance
 - b. Experience with supervision
 - c. Suggestions for program improvement
7. Where applicable, departments shall observe a fair and reasonable distribution of work hours and assignments among Student Assistants to avoid overdependence on one individual and to promote a developmental learning environment.
8. Student Assistants who raise concerns or file grievances in good faith shall be protected from retaliation. Any act of reprisal, intimidation, or threat shall be investigated and penalized in accordance with the University's Grievance Policy.

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3.7 **PERFORMANCE APPRAISAL**

1. The Student Assistant shall strive to achieve a satisfactory performance rating based on the Evaluation Process. The Department will provide constructive feedback to support the Student Assistant's growth.
2. Failure to meet expectations may lead to disqualification from the Non-Academic Scholarship Program.

3.8 **SCHOLARSHIP RETENTION**

1. Continuation in the program is subject to semester-end evaluation. Student Assistants shall receive formal confirmation or non-renewal from the HRD-LD before the next term.
2. Student Assistants must maintain a minimum general weighted average (GWA) of 2.5 (or equivalent) per semester to retain eligibility for the Non-Academic Scholarship
3. Due to the Scholarship's working nature, the Student Assistant is subject to the Employee Code of Conduct provisions. The scholarship may be terminated due to violations of the Non-Academic Scholarship Program Policies and Employee Code of Conduct, following due process. A written notice will be issued, allowing the Student Assistant to respond or appeal within five (5) working days.
4. Student Assistants may serve for up to eight consecutive semesters (four academic years), extendable upon recommendation and evaluation approval.

3.9 **RESIGNATION AND SEPARATION**

1. The Student Assistant must provide a formal resignation letter at least two (2) weeks before their intended last day.
2. Student Assistants who resigned mid-semester shall pay fees equivalent to the remaining period following the resignation's effectivity date.
3. Upon resignation or termination, all digital accounts, access rights, and communication platform permissions shall be revoked within 48 hours. Former Student Assistants are prohibited from accessing internal platforms unless re-engaged.

3.10 **SEPARATION CLEARANCE**

1. The Student Assistant shall complete a clearance before the intended last day of work. Uncleared Student Assistants are subject to having their scholarship terminated and will pay their tuition fees for the whole semester. Guardians may complete the clearance on behalf of the Student Assistant in case of disability.

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3.11 GRIEVANCE MECHANISM

1. The Student Assistant shall report any concerns or misconduct involving the Department or University personnel in writing to the HRD-LD office or through the Student Affairs and Services Center. Reports will be handled confidentially and resolved following established grievance procedures.
2. All written concerns or complaints raised by Student Assistants shall be addressed within fifteen (15) working days from receipt, with formal acknowledgment and interim protective measures if necessary.
3. While Student Assistants are encouraged to report valid concerns, the filing of malicious or knowingly false complaints shall be subject to disciplinary review.

3.12 PRIVACY

1. All employees shall always observe compliance with data privacy to ensure the confidentiality of all sensitive and confidential information of the university.
2. Employees, through their Heads, are encouraged to channel their questions relating to Data Privacy to the University's Data Privacy Officer.
3. Student Assistants shall sign Non-Disclosure Agreement and follow university protocols when handling digital files, emails, and information systems. Violation shall result in dismissal from the program.

3.13 ADMINISTRATION

1. The Human Resources Department, in coordination with all departments, offices, and units, will administer the full implementation of this policy upon approval of the university's administration.
2. The HRD-LD, in collaboration with the Student Affairs and Services Center, shall conduct spot checks, interviews, and confidential surveys to assess compliance with this policy. Non-compliance by any department shall be subject to administrative review and may lead to revocation of the privilege to assign Student Assistants.

3.14 REPEALING CLAUSE

Any other policy, practice, orders, or regulation contrary to or inconsistent with the provisions of this policy is hereby repealed, modified, or amended accordingly.

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4 Narrative Procedures

Recruitment and Selection

Person Responsible	Activities
Requesting Department	Sends requisition for deployment of Student Assistants (New Item or for Replacement)
HRD Office	Receives and screens received requisitions. Provides initial feedback and screening process for approval or denial of the request. Once verified, forwards requests to the approving body
HRD Office	Initiates the Recruitment and Selection process for Student Assistant according to the provisions of the Recruitment and Selection Policy
HRD Office	Facilitates prospective SA to the requesting department for skills evaluation
Senior Leaders	Evaluates prospective SA and provides recommendations for either acceptance or denial of the scholarship application
HRD Office	Provides information to the applicant for either acceptance or rejection of the application. Informs the applicant of the official starting day.
HRD Office	Records all received documents and stores such in the Student Assistant's 201 File.

Enrolment Process

Person Responsible	Activities
HRD Office	Provides information to Senior Leaders and Student Assistants for the schedule of the Enrolment Process and provides the necessary Forms
HRD Office	Receives documents submitted by Departments affecting Student Assistant's scholarship privileges (Evaluation Result, Recommendation)
Student Assistant	Proceeds with the Enrolment Process
Student Assistant	Sends a copy of documents from the enrolment process (Study Load, Memorandum of Agreement) to the Human Resources Department,
HRD Office	Receives and Screens submitted documents for verification. Prepare a master list attached with necessary documents for the endorsement of the Finance and Accounting Department.
Billing and Accounts Receivable In-Charge	Receives submitted documents for account adjustments of Student Assistants.
HRD Office	Sends a copy of the Final List of Student Assistants for the Semester to the Scholarship Coordinator.

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3.0 List of Forms

- 3.6 Student Assistant Deployment Requisition Form
- 3.7 Student Assistant Recruitment and Selection Checklist
- 3.8 Application for Scholarship Privileges
- 3.9 Memorandum of Agreement