

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Memorandum") is executed this ____ day of _____, 2023 in _____, Philippines, by and between:

METRO PACIFIC TOLLWAYS CORPORATION, a corporation duly organized under Philippine laws with principal office address at 5th Floor, Rockwell Business Center, Tower 1, Ortigas Avenue, Pasig City, represented by its Chief Human Resources Officer, **MS. LEA M. WONG**, hereinafter referred to as "**MPTC**".

-and-

MINDANAO STATE UNIVERSITY-ILIGAN INSTITUTE OF TECHNOLOGY (MSU-IIT), a duly recognized state university, created and existing by virtue of RA 5363, with principal address at A. Bonifacio Avenue, Tibanga, Iligan City, represented herein by its Chancellor, **ATTY. ALIZEDNEY M. DITUCALAN** hereinafter referred to as **MSU-IIT**.

(MPTC and MSU-IIT are also herein referred to collectively as "Parties")

WITNESSETH: That

WHEREAS, **MPTC** recognizes the vital role of education in nation building and is willing to promote educational programs in partnership with the Commission on Higher Education (CHED) through **MSU-IIT**, to contribute to the country's social and economic development.

WHEREAS, **MPTC** has established a Scholarship Program and, thru **MSU-IIT**, will provide scholarship grants to deserving students enrolled in the undergraduate degree courses with specialization in accounting, information and technology, engineering, and education.

WHEREAS, **MSU-IIT**, pursuant to its objectives and goals, supports **MPTC** Scholarship Program;

NOW, THEREFORE, the parties have agreed as follows:

1. OBLIGATIONS of MPTC

MPTC will have the following obligations:

- a. Provide scholarship grants to a maximum of FIVE (5) deserving students, chosen by **MPTC** from a list of those currently enrolled in the undergraduate degree courses with specialization in accounting, information and technology, engineering and education at **MSU-IIT**;
- b. Provide management fee to **MSU-IIT** of 5% of the total scholarship amount received;
- c. Issue a check payable to **MSU-IIT** corresponding to the total amount billed to cover the allowances of the scholars and the management fee according to the yearly

budget per scholar and as stipulated in the MPTC Scholarship Program attached, and made an integral part hereof, as ANNEX A;

- d. Provide additional assistance to the scholar consistent with the provisions stated in ANNEX A; and
- e. Comply with all **MPTC's** obligations stated in ANNEX A.

2. OBLIGATIONS of MSU-IIT

MSU-IIT will have the following obligations:

- a. Submit to **MPTC** the names of the recommended scholarship grantees.
- b. Disburse the scholarship money to the scholars for their basic tuition and miscellaneous fees in accordance with ANNEX A;
- c. Report to **MPTC** the full tuition amount charged to each scholar after the enrollment period, including miscellaneous fees;
- d. Submit to **MPTC** a semi-annual Financial Report regarding the status of the scholarship funds at the end of each semester;
- e. Provide **MPTC** with the corresponding Official Receipts and Certificates of Donation for the received amount of the scholarship grant; and
- f. Comply with all the **MSU-IIT** obligations stated in ANNEX A.

3. DATA PRIVACY

In the course of this Agreement between **MPTC** and **MSU-IIT**, **MPTC** may collect or have access to personal information as defined under the Data Privacy Act of 2012. The personal information will be used only for the purpose of: admission, registration, academic progress, notification of future courses, notification of test results and operating other programs in this Agreement.

Where the parties collect or have access to personal information to perform its role under this agreement, they must:

- a. only collect and use personal information as reasonably necessary and relevant for lawful purposes connected with its functions or activities under the agreement;
- b. ensure that only authorized personnel have access to such information and that its officers and employees do not access, use or disclose personal information other than in the performance of their duties;
- c. protect the personal information by implementing best practice safeguards against any loss of the personal information and any unauthorized access, use, modification or disclosure;



- d. immediately notifies the other party if it becomes aware that a disclosure of personal information is, or may be required by law;
- e. fully co-operate with the other party to respond to applications for access to, or amendment of, a document containing an individual's personal information and in relation to privacy complaints;
- f. ensure that its permitted sub-contractors who collect or have access to personal information comply with obligations the same as those imposed upon the other party under this clause; and
- g. promptly and securely destroy or delete the personal information once it is no longer reasonably required by the recipient for any use permitted in the agreement or for its lawful record keeping purposes.

4. NOTICES

All notices, requests, consents, and other documents required under this agreement shall be given/served either by personal delivery, in writing, by fax, through email or registered mail, or sent through reputable courier services with return receipt requested, and postage prepaid properly addressed to the proper Party or its designated agent/representative. Notices shall be addressed as follows:

If to METRO PACIFIC TOLLWAYS CORPORATION

Attention: Ms. Sigrid C. Shaun, Vice President for Human Resources
Through: Mark John R. Vitug, Human Resources Manager, and
Ms. Marileth Q. Santiago, Human Resources Specialist
Address: 3rd Floor, NLEX Corporation Compound,
Tel. no.: 8580-8900 (local 8922)
Mobile no.: 0919-098-6752

If to MSU-IIT

Attention: Atty. Alizedney M. Ditucalan, Chancellor
Through: Ms. Rubelyn R. Bartolata, Scholarship In Charge
Address: G/F, Bldg. 6, OASG, MSU-IIT, Tibanga, Iligan City, 9200
Tel no.: (063)223-8641 or Trunk Line: (063)221-4050 to 4055 (local 4170)

5. EFFECTIVITY

This Agreement shall commence with the Academic Year 2023-2024 and shall be valid for FIVE (5) years, or until **MPTC** decides to terminate the Scholarship Program as provided in ANNEX A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers at _____ on _____, 2023.



**METRO PACIFIC TOLLWAYS
CORPORATION**

**MINDANAO STATE UNIVERSITY-ILIGAN
INSTITUTE OF TECHNOLOGY**

By:

By:

LEA M. WONG
Chief Human Resources Officer

ALIZEDNEY M. DITUCALAN
Chancellor

SIGNED IN THE PRESENCE OF:

CHRISTOPHER C. LIZO
Chief Finance Officer

EPHRIME B. METILLO
Vice President for Academic Affairs

NAME	COMPETENT EVIDENCE OF IDENTITY	ISSUED BY AND VALID UNTIL
LEA M. WONG		
ALIZEDNEY M. DITUCALAN	PASSPORT NUMBER P- 1356375 B	April 4, 2029 DFA

Known to me to be the same persons who executed this Memorandum of Agreement consisting of eight (8) pages, including this page and ANNEX A, and acknowledged to me that the same are their free and voluntary act and deed and that of **MPTC** and **MSU-IIT** they represent.

WITNESS MY HAND AND SEAL this _____ day of _____, 2023 at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

Annex A

METRO PACIFIC TOLLWAYS CORPORATION SCHOLARSHIP PROGRAM

METRO PACIFIC TOLLWAYS CORPORATION Scholarship Grant shall be known as the **MPTC SCHOLARSHIP PROGRAM**, which shall be open to applicants who will meet the qualifications set by **MPTC**.

1. SCHOLARSHIP BENEFITS

- 1.1. The scholarship program will cover basic full tuition, a maximum of Php30,000.00 per semester;
- 1.2. Monthly living allowance of Php5,000.00 per 10 school months;
- 1.3. Allowances for miscellaneous expenses, such as books, equipment or uniforms, in the amount of Php10,000.00 per year;
- 1.4. Internship opportunity in the MPTC group and companies; and
- 1.5. At the discretion of **MPTC** and upon endorsement by **MSU-IIT**, the grantees' board review fees will be paid by MPTC upon successfully passing the examination and submitting the statement of account, billing invoice or official receipt for the board review fees.

2. QUALIFICATION and SELECTION of SCHOLARS

2.1. Qualification of the Grantee

- 2.1.1. Must be a Filipino citizen;
- 2.1.2. Should be a fulltime student with regular load of units as prescribed by the curriculum;
- 2.1.3. Must have a qualifying weight average grade of 80%, starting from 1st year to current year, and financially needy students of **MSU-IIT**;
- 2.1.4. Must not be a recipient of any other scholarship assistance from other sources; and
- 2.1.5. All other MSU-IIT Scholarship guidelines shall apply.

2.2. **MSU-IIT** shall announce the scholarship application and pre-screening period for the applicants, to come up with a short list from all the potential candidates enrolled or accepted in the undergraduate degree courses with specialization in accounting, information technology, engineering and education.

2.3. **MPTC** will conduct final screening, interviews, and evaluations of the candidates and select from among them up to FIVE (5) final nominees for scholarship. The documentary requirements to be submitted by each applicant are:

- 2.3.1. duly completed application form;



2.3.2. photocopy of Final Grades since First Year (authenticated by the Registrar's Office of the **MSU-IIT**); and

2.3.3. Letter of Intent addressed to **MPTC** Scholarships Committee

MSU-IIT and/or **MPTC** may request additional information and documents and conduct additional examination to ensure that the scholarship grants are properly awarded to deserving applicants.

2.4. In the event of grant vacancy, a replacement scholar shall be selected by **MSU-IIT**, subject to **MPTC's** approval, to fill the vacated scholarship slot.

3. SCHOLARSHIP REQUIREMENTS to MAINTAIN the GRANT

The following requirements must be met in order to maintain the scholarship:

3.1. The scholar must take a regular load of courses consisting of only the subjects required or recommended by the program for the scholar to complete the full academic requirements of the degree. The scholar may take advanced subjects with the prior approval of **MSU-IIT** and **MPTC**.

3.2. The scholar must not shift to any academic program /courses other than those explicitly stated in this Memorandum.

3.3. The scholar shall not take a Leave of Absence (LOA) without prior written consent of **MSU-IIT**. In the event that LOA is granted, the scholarship benefits shall be suspended for the period of the LOA and any scholarship benefits advanced for the period covered by the LOA will be returned by the scholar.

4. PERIOD of SCHOLARSHIP

4.1. The period of the scholarship shall be from the year it is initially awarded until graduation.

4.2. The scholar, upon her selection and acceptance of the grant as a **MPTC** Scholar, must sign a separate agreement with **MPTC**, which shall be known as the **MPTC** Scholarship Contract.

4.3. Failure of the scholar to meet any of the requirements stipulated in this Memorandum will result in an automatic review or investigation by **MSU-IIT**; and based on the results thereof, **MSU-IIT** shall have the exclusive right to terminate or continue the scholarship assistance to the scholar in accordance with the guidelines set forth in this Agreement.

4.4. Any misrepresentation, falsehood, or fraud in relation to the information submitted to **MPTC** shall result in the automatic disqualification of the scholar from the Scholarship Program.

4.5. The scholar shall also be automatically disqualified from the program in any of the following instances:



- 4.5.1. Violation of school rules and regulations, including but not limited to, serious misconduct as defined in the School's Code of Conduct/Students' Handbook.
 - 4.5.2. Imprisonment or conviction for any offense punishable by the Revised Penal Code or special law.
 - 4.5.3. Conflict of interest with **MPTC**, including but not limited to the filing of a civil or criminal case against **MPTC** or any of its directors, officers, or employees in their official capacities.
- 4.6. The **Scholar** shall prioritize topics for her thesis and research papers that are related, applicable, and/or beneficial to **MPTC**. **MPTC** shall provide assistance necessary in the conduct of such academic requirements.
- 4.7. The period of the Scholarship Program herein established may be terminated by each of **MPTC** or **MSU-IIT** at its discretion at the end of any school year by providing written notice to the other party at least three (3) months prior to the end of any school year.

Any termination of the Scholarship Program shall not, however, prejudice an existing scholar who shall be supported by **MPTC** until her graduation, unless she is disqualified for failure to meet the requirements under the rules set forth in this scholarship program.

5. PROCEDURES

The following steps shall be undertaken in order to monitor the progress of the scholars under the Program and to determine whether their scholarships may be maintained:

- 5.1. **MSU-IIT**, shall prepare a progress report, within 14 days from the end of each semester, duly signed by its authorized representatives and shall include the following:
- 5.1.1. All scholarship requirements under Section 3 of these Implementing Guidelines and endorsement whether to maintain or withdraw each of the scholarship grants.
 - 5.1.2. A certified true copy of the scholar's grades shall be attached with the progress report; and
 - 5.1.3. The progress report shall also specify any other relevant information that **MPTC** should know in relation to the scholars including, but not limited to, any violations of the scholarship requirements enumerated herein.
- 5.2. At the enrollment of each Academic Year, **MSU-IIT** shall send or submit a Financial Report enumerating total tuition fee required for the semester to **MPTC**. **MPTC** shall issue a check to **MSU-IIT** for the total amount billed to cover the upcoming year's tuition, miscellaneous fees, living and book allowances of the scholars and the management fee.

The Financial Report that will be submitted by **MSU-IIT** for review of **MPTC** shall attach the scholar's official receipts or proof of payment) of school's tuition fees, laboratory, and miscellaneous fees.

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5.3. **MSU-IIT** shall submit to **MPTC** the certified true copies of the registration forms of the scholar, within seven (7) days from the end of enrollment period, under the Program indicating that they have enrolled.

5.4. If the total payment paid from the scholarship program fund during an academic year is less than the amount donated by **MPTC** for that period, **MPTC** shall have the option to receive a refund of the difference, or have the remaining funds held in trust by **DONEE** to be utilized for future scholars.

6. DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of or relating to this Agreement and Scholarship Program, or about its breach, termination, or invalidity shall be settled through negotiation and/or mediation within thirty (30) days from the receipt of a notice by the other party from the party injured. In case of failure to settle the matter amicably, the parties agree to submit themselves in the exclusive jurisdiction of the court in Pasig City and Iligan City, and will be governed by the laws of the Philippines.

7. SEPARABILITY of PROVISIONS

If any provision in this Agreement or any document or instrument relevant, executed, or delivered pursuant hereto shall be held invalid, the remainder thereby shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

8. AMENDMENTS and WAIVERS

No provision of this Agreement shall be amended, waived, discharged, or terminated orally nor may any breach of or default under any of the provisions of this Agreement be waived or discharged orally but (in each case) only by an instrument in writing signed by or on behalf of the party against whom enforcement of the amendment waiver, discharge, or termination is sought. Failure by any party to demand strict compliance with any of the terms and conditions hereby stipulated shall not be construed as a waiver thereof. Any waiver shall be in writing and signed by the party making the waiver. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law or by any other agreement between the parties.