

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

NATIONAL GRID CORPORATION OF THE PHILIPPINES (NGCP), a corporation duly organized and existing by virtue of and under the laws of the Republic of the Philippines, with principal office address at NGCP Building, Quezon Avenue corner BIR Road, Diliman, Quezon City, represented in this act by its Chief Administrative Officer, **ANTHONY L. ALMEDA**, who is duly authorized to represent it in this Agreement;

-and-

MINDANAO STATE UNIVERSITY - ILIGAN INSTITUTE OF TECHNOLOGY (MSU-IIT), is a duly recognized state university, created and existing by virtue RA 5363, with principal address at A. Bonifacio, Tibanga Iligan City, represented in this act by its Chancellor, **SUKARNO D. TANGGOL, DPA**, who is duly authorized to represent it in this Agreement;

WITNESSETH, THAT:

WHEREAS, the **NGCP** is a privately owned corporation in charge of operating, maintaining, and developing the Philippine's state-owned power grid;

WHEREAS, the **NGCP** 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, the **NGCP**, thru its Corporate Initiatives and Advocacies Division (CIAD), intends to provide scholarship to underprivileged but deserving students coming from NGCP host communities, through its NGCP-EDUCATE (Educational Assistance for Tertiary Edification) Program;

WHEREAS, the beneficiaries of the said program are the students who will be accepted and enrolled or have already been accepted and enrolled in AY 2017-2018;

WHEREAS, **MSU-IIT** agreed to the proposal of **NGCP** for the former to assist the latter in the selection of qualified scholars and to do any administrative acts necessary and proper for the continuous and successful implementation of the program;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed to partner in selecting qualified and deserving college students to be beneficiaries of the **NGCP's** college scholarship grant program as by these presents, do hereby agree to be bound by the following terms and conditions, to wit:

SECTION 1 OBLIGATIONS OF NGCP

NGCP shall:

1.1 Inform **MSU-IIT** about the NGCP-EDUCATE Program, its criteria, guidelines and benefits.

1.2 Provide **MSU-IIT** the following guidelines/documents for review, evaluation and short-listing of qualified student applicants, thus:

MSU-IIT 2017
REVIEWED
JAN 2017

SIGNED IN THE PRESENCE OF:

MSU-ILIGAN INSTITUTE OF TECHNOLOGY

NATIONAL GRID CORPORATION OF THE PHILIPPINES

EDGAR W. IGNACIO, Ph. D.
MSU-IIT

LIDA MAY C. LOPEZ
NGCP

SUKARNO D. TANGGOL, DPA
Chancellor

ANTHONY L. ALMEDA
Chief Administrative Officer

- 1.2.1 List of criteria and qualifications for the scholarship grant program – Annex "A"
1.2.2 List of qualified Host Barangays – Annex "B"
1.2.3 Point System for Evaluation of Student Applicants – Annex "C"
1.2.4 Scholarship Grant Program Application form – Annex "D"
1.2.5 Database of Applicants' information – Annex "E"
1.2.6 Soft-copy of the Congratulatory letter
1.2.7 Soft-Copy of the Scholarship Grant Contract

1.3 Review and approve **MSU-IIT** recommended list of student applicants for the scholarship grant based on NGCP's Point System for Evaluation of Student Applicants (Annex C):

SUMMARY POINT RATING		
CRITERIA		POINT RATING
MEMBER OF ETHNIC GROUP/ INDIGENOUS PEOPLE (IP)		
	YES	10
	NO	0
HOST COMMUNITY		
	HOST BARANGAY	50
	HOST CITY/ MUNICIPALITY	25
	NO	0
PROJECT AFFECTED		
	YES	35
	NO	0
BASED ON SUC STANDARDS		5

1.4 Conduct Contract signing and ceremonial turnover of benefits to the new scholars.

1.5 Provide **NGCP Educate Benefits** to the scholar/s composed of the following:

1.5.1 Tuition fee, miscellaneous fees, laboratory, and other regular academic-related expenses of the NGCP scholar, which should not exceed the amount of Php15,000.00 per semester, to be billed directly by **MSU-IIT** to **NGCP**. **NGCP** has a period of at least 2 weeks from the date of receipt of the tuition fee billing within which to release the payment.

1.5.1.1 Should the scholar be a recipient of the Free Tuition Program of the government, **MSU-IIT** may, at the start of the semester, recommend to **NGCP** the payment of "extra-curricular related expenses" of the scholar. It is understood, however, that the cumulative amount of "extra-curricular related expenses" shall not exceed the amount of Php15,000.00 per semester, inclusive of miscellaneous fees, laboratory and other regular academic related expenses.

1.5.1.2 **NGCP** will only consider the following "Extracurricular" activities, to wit: 1) Seminars required in the course; 2) field trips and educational tours; 3) thesis, case studies expenses and terminal reports; and 4) attendance to youth camp, leadership training and conferences required in the course.


1.5.1.3 The release of payment or letter stating the reasons for the denial of the claim shall be made within three (3) weeks from the

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date of receipt of the request. **NGCP** will not accommodate any more requests for other academic-related expenses after the start of the semester.

1.5.2 Uniform and book allowance amounting to Php5,000.00 per semester and the stipend of Php25,000.00 per semester.

1.6 Remit the **NGCP Educate Benefits** (tuition fee and other academic expenses, uniform and book allowance and stipend) to **MSU-IIT** through its Scholarship Coordinator. The uniform and book allowance as well as the stipend shall be disbursed by the Scholarship Coordinator in the following manner:

1.6.1 Php5,000.00 for uniform and book allowance- to be released to every scholar in the first Friday of the first month of the semester.

1.6.2 Php25,000.00 stipend per semester – the amount of Php5,000.00 per month for a period of five (5) months shall be released to every scholar every first Friday of the month.

1.7 Approve the scholars for the succeeding semester as reviewed and recommended by the **MSU-IIT**, four (4) weeks before the start of classes or immediately after the release of the final grades.

1.8 Provide Management fee to the **MSU-IIT**, net of tax, based on the table below:

No. of Scholars	% of Management Fee based on the total amount received
1- 15 scholars	7% of the total scholarship benefit amount (tuition fee, other academic fees, 5 months allowance, and uniform & book allowance) of all NGCP- certified scholars
16 scholars and above	5% of the total scholarship benefit amount (tuition fee, other academic fees, 5 months allowance and uniform & book allowance) of all NGCP- certified scholars

1.9 The EDUCATE BENEFITS and the corresponding Management Fee for the whole semester shall be released by **NGCP** to **MSU-IIT** at least two (2) weeks before the start of classes.

SECTION 2 OBLIGATIONS OF MSU-IIT

MSU-IIT shall:

2.1 Provide the **NGCP** a copy of the Certificate of Registration as prerequisite for processing of payment.

2.2 Issue billing invoice of the management fee (Item 1.8), tuition fee and academic-related expense (Item 1.5.1) and uniform and book allowance as well as the stipend (Items 1.5.2, 1.6.1 and 1.6.2) to **NGCP** within thirty (30) days before the start of classes and provide Official Receipt upon receipt of payment.

2.3 Receive, review, evaluate, and recommend scholars to **NGCP** based on the qualification and criteria set by **NGCP**.

2.4 Provide a Database of the Scholars' Information pertinent to the EDUCATE Program of **NGCP**.

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ANTHONY L. ALMEDA
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2.5 Issue system-generated congratulatory letters to the applicants who are qualified to avail of the scholarship grant and letters of regret to the applicants who did not qualify in the scholarship grant.

2.6 Receive from **NGCP** the financial benefits of the scholars every semester.

2.7 Disburse the Uniform and Book allowance as well as the monthly stipend of scholars based on the schedule stated on Items 1.6.1 and 1.6.2 hereof.

2.8 Issue official receipts to **NGCP** for the fully-paid tuition fees and other academic-related expenses.

2.9 Submit to **NGCP** the basis of the release of EDUCATE Benefits to the scholars.

2.10 Monitor for and in behalf of **NGCP** the academic performance of every scholar and submit their final grades and recommendation for scholarship for the next semester at least two (2) weeks before the next enrollment, based on the form prescribed below.

Name of Scholar	Contact Number and Address	Email	Course	Year Level	SY and Sem	Final Grade or GWA	Good Moral Standing	Recommendation
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2.11 Inform and report any issue to **NGCP** regarding the academic standing and behavior of the scholar that may affect his/her eligibility for scholarship.

2.12 Report the scholars who dropped out for the given semester and refund the unutilized monthly stipend/s to **NGCP**.

2.13 Monitor scholar's compliance with the terms and conditions of the scholarship grant as well as their corresponding responsibilities as scholars (Annex "F").

SECTION 3 TERMS AND CONDITIONS OF SCHOLARSHIP

3.1 **MSU-IIT** shall ensure that only students who accept the following terms and conditions of scholarship shall be granted the NGCP-EDUCATE scholarship.

3.2 Maintenance of Scholarship- To maintain the NGCP-EDUCATE scholarship, the scholar shall:

3.2.1 Maintain a General Weighted Average of 80% (or equivalent grading scale) at the end of each semester.

3.2.2 Maintain the normal or regular unit load of the course required by the school.

3.2.3 Maintain continuous schooling on a regular school year term except in case of illness as defined in Item 3.6 hereof.

3.2.4 Comply with the school's rules and regulations.

3.2.5 Maintain excellent conduct and good health. Drinking liquor during school hours or within school premises, unless permitted during school-authorized functions, or entering school premises under the influence of liquor, or habitual drinking of alcohol, possession and use of illegal drugs, engaging in gambling,



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By: SUKARNO D. TANGGOL, DPA
Chancellor

By: ANTHONY L. ALMEDA
Chief Administrative Officer

violence, falsification of documents, conviction of crime or any other anti-social acts and behavior detrimental to NGCP shall disqualify a student from the grant.

3.3 Shifting to another major or course shall only be permitted for the 4-year course program takers. However, it shall only be allowed once and shall be made prior to the start of the sophomore year of the scholar. Likewise, the reason for the shifting to any course should not be due to incomplete or failing grade in any subject and that it will not result to the extension of the 4-year scholarship grant.

3.4 Should the scholar change his course or major, he must submit a written request to the School's Office of the University Registrar stating the specific reasons thereon. The said request must be recommended by the school academic dean of the **MSU-IIT**, and subject to acquiescence of **NGCP**, through CIAD.

3.5 Shifting to another major or course is not permitted for Electrical Engineering program takers.

3.6 Taking a semester leave of absence is not allowed except in case of illness or hospitalization which may affect the academic performance of the scholar. The extent of leave will depend upon on the nature of illness and subject to the approval of **MSU-IIT** (through its Office of the University Registrar), and written concurrence of **NGCP** (through its CIAD). The scholar must secure a medical certification from the university attending physician to support the request. While on leave, the scholar shall **not** be entitled to stipends, allowance and other scholarship privileges.

3.7 Replacement of scholar/s shall be subject to recommendation of **MSU-IIT** (Office of Admission and Scholarship Administration [OASA]) and approval of **NGCP**, (through its CIAD).

3.8 Upon graduation, **NGCP** does not guarantee employment with the company.

SECTION 4 OTHER PROVISIONS

4.1 During the contract signing and/or ceremonial turn over, information dissemination regarding the role and functions of NGCP, the protection of its transmission line assets from theft and pilferage and the importance of the role of the community in protecting the said transmission assets shall be conducted by the representatives of **NGCP**.

4.2 The parties to this Agreement hereby bind themselves to exercise utmost good faith in the performance of their duties.

4.3 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected thereby, and the parties will use their reasonable efforts to substitute one or more valid and enforceable provisions which, insofar as practicable, implement the purposes and intent thereof.

4.4 This MOA shall take effect from the date of signing and shall remain in effect until after the completion of the obligations of the parties under the agreement. If any of the party fails to perform its obligations and responsibilities under this agreement, the other party may opt to terminate this agreement subject to seven (7) days prior written notice to the other party.

4.5 Any revision alteration, amendment, and/or modification of this Agreement shall be in writing and shall be mutually agreed upon by the parties to be valid and binding. No party shall be deemed to have waived any provision of this Agreement unless such waiver shall be in writing and signed by such Party.

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LIDA MAY C. LOPEZ
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By: 
SUKARNO D. TANGGOL, DPA
Chancellor

By: 
ANTHONY L. ALMEDA
Chief Administrative Officer

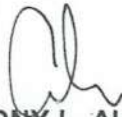


4.6 Any dispute, controversy, or claim arising in any way out of or in connection with this MOA shall be settled amicably by mutual consultation between the Parties as far as practicable. Any dispute, controversy, or claim which cannot be settled amicably within a period of fifteen (15) calendar days from the time such dispute, controversy, or claim shall become known to the Parties shall be finally settled by arbitration in accordance with Philippine Arbitration Law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates and at the places stated in the acknowledgement portions below.

**NATIONAL GRID CORPORATION
OF THE PHILIPPINES**

By:



ANTHONY L. ALMEDA
Chief Administrative Officer

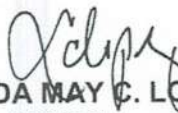
**MINDANAO STATE UNIVERSITY-
ILIGAN INSTITUTE OF TECHNOLOGY**

By:




SUKARNO D. TANGGOL, DPA
Chancellor

Signed in the presence of:



LIDA MAY C. LOPEZ
(NGCP)



EDGAR W. IGNACIO, Ph. D.
Vice Chancellor for Academic Affairs



ACKNOWLEDGMENT

Republic of the Philippines)

x-----x

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **ANTHONY L. ALMEDA** of the National Grid Corp. of the Philippines and presented to me his Driver's License No. 014-84017252 issued by Land Transportation Authority as competent proof of his identity, known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his own free act and deed and that he has an authority to sign the same for and in behalf of NGCP.

The foregoing instrument, consisting of eight (8) pages, including this page on which this acknowledgment is written, signed by the party and his instrumental witness on each and every page thereof, and pertains to the Memorandum of Agreement relative to the implementation of **NGCP EDUCATE Program with MSU-IIT**.

WITNESS MY HAND AND SEAL on this 09 October 2017 day of Q.C. 2017 in Q.C., Philippines.

Doc. No: 312 ;
Page No: 64 ;
Book No: 28 ;
Series of 2017.


Atty. **RICO R. SAGARA**
Notary Public, Appointment No. 038
Commission until 31 December 2017
PTR No. 3603217; 01-03-17; Quezon City
IBP Lifetime No. 08600; Bulacan
Roll of Attorney's No. 53664
MCLE Compliance No. V-0005735, until 4-14-19
Unit 305, J. Rosa Condominium
44 Matimtiman St., Teacher's Village East
Diliman, Quezon City

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LIDA MAY ALONZO
NGCP


By: **SUKARNO D. TANGGOL, DPA**
Chancellor


By: **ANTHONY L. ALMEDA**
Chief Administrative Officer

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REVIEW
1-12

ACKNOWLEDGMENT

Republic of the Philippines)

) S.S.
x **ILIGAN CITY** x

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared **SUKARNO D. TANGGOL** of the Mindanao State University-Iligan Institute of Technology and presented to me his Philippine Passport No. EB8301188 issued by DFA Manila as competent proof of his identity, known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his own free act and deed and that he has an authority to sign the same for and in behalf of Mindanao State University-Iligan Institute of Technology.

The foregoing instrument, consisting of eight (8) pages, including this page on which this acknowledgment is written, signed by the party and his instrumental witness on each and every page thereof, and pertains to the Memorandum of Agreement relative to the implementation of **NGCP EDUCATE Program with MSU-IIT**.

WITNESS MY HAND AND SEAL on this OCT 20 2017 2017 in _____, Philippines.

Doc. No: 52;
Page No: 11;
Book No: ✓;
Series of 2017.

ALTHEA MARIE B. REPITO
NOTARY PUBLIC
UNTIL DECEMBER 31, 2017
ROLL No. 65482
PTR No. 730/257/01/06/17; I.C.
IBP No. 1816219712/16/15; I.C.
MCLE No. VI-0000308; 07/18/16
TIN No. 485-793-358

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