

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

The **CITY GOVERNMENT UNIT OF ORMOC**, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, Brgy. Cogon, Ormoc City, represented by Mayor **RICHARD I. GOMEZ**, hereinafter referred to as the **FIRST PARTY**; and

The **VISAYAS STATE UNIVERSITY**, represented in this instance by **EDGARDO E. TULIN, Ph.D.**, President, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH, THAT:


WHEREAS, the **FIRST PARTY** recognizes the need to provide opportunities to those coming from the underprivileged sector to improve their socio-economic condition;

WHEREAS, consistent with the government policy to make education accessible to the underprivileged, the **FIRST PARTY** provides scholarships and educational assistance to the underserved but deserving students in order to harness their potential and ability to contribute to the development goals of the country;

WHEREAS, the **FIRST PARTY** enacted Ordinance No. 028, Series of 2017 and entitled the "Ormoc City Scholarship Program", which provides the funds therefor, defines the qualifications and standards for academic subsidy and allowance, and institutionalizes the city scholarship program;

WHEREAS, the **SECOND PARTY** is a government institution of higher learning created pursuant to Republic Act No. 9437, with principal office at Visca, Baybay City, Leyte with a vision of being a globally competitive university for science, technology, and environmental conservation and with a mission of developing a highly competitive human resource, cutting-edge scientific knowledge and innovative technologies for sustainable communities and environment;

WHEREAS, both parties are desirous of entering into this agreement to establish mutual cooperation and assistance in helping the scholars comply with the requirements of the school and requirements of the City Scholarship Program, subject to the terms and conditions set forth;

 **NOW THEREFORE**, and in consideration of the foregoing premises, the parties to this Memorandum of Agreement (MOA) do hereby covenant and agree to the following terms and conditions:

A. OBLIGATIONS OF THE FIRST PARTY

The **FIRST PARTY** shall:

1. The **FIRST PARTY** shall provide the necessary funds to support the scholarship grants and financial assistance to the grantees enrolled with the **SECOND PARTY** until the completion of the latter's respective courses. These grants and financial assistance are those as enumerated under Section 11 of the Ormoc City Scholarship Program Ordinance and as defined under the same legislation.
2. The **FIRST PARTY** shall act through the Scholarship Board that will promptly and timely resolve issues in the implementation of the scholarship program especially those referred to it by the **SECOND PARTY**.





3. The FIRST PARTY, through the Education and Scholarship Office (ESO), will coordinate with the SECOND PARTY through its Scholarship Coordinator, all issues and concerns for the purpose of monitoring "performance of scholars and keep track of them, especially after their availment of the benefits of the program", and for the purpose of the enforcement of the provisions of the Ormoc City Scholarship Program.

B. OBLIGATIONS OF THE SECOND PARTY

The SECOND PARTY shall:

1. Designate a SCHOLARSHIP COORDINATOR to assist the scholars in complying with the terms and conditions of the scholarship and coordinate or assist the ESO in addressing issues and concerns affecting the scholars;
2. Furnish the FIRST PARTY with grade reports and such other documents needed by its current students who are applying for scholarship with the city;
3. Submit to the FIRST PARTY the academic grades of the all scholars- grantees, certification on community involvement and such other documents, pertinent and relevant to this MOA and the Ormoc City Scholarship Program, and not later than THIRTY (30) days from the close of every semester/term;
4. Assist the scholars in complying with the terms and conditions specified under the scholarship contract especially in ensuring that scholars do not drop any of their subjects, that they take the prescribed subjects per semester and that incomplete grades are avoided, any and all which is a ground for the termination of scholarship; and
5. Coordinate with the FIRST PARTY through the ESO, scholars who are facing problems such as dropping from school, those involved in any crime or offense or those violating school rules and regulations, and similar others.

C. COMMON PROVISIONS

The parties will implement such measures as may be necessary to the end that all scholars under the Ormoc City Scholarship Program are able to observe the following terms as a prerequisite to continuation of scholarship.

1. To continue the full benefit under the Ormoc City Scholarship Program, the scholar for an academic degree shall comply with the following scholastic requirements:
 - a. Maintain a semestral average of 2.0 or 85%;
 - b. Must not fail in any subject;
 - c. Have not dropped any subject;
 - d. Must not have an incomplete grade in any subject.
2. The scholar should not stop schooling in any semester of his/her 4-5 year course, except for meritorious reasons such as illness, injury or other circumstances that are beyond the control of the scholar subject to the verification and approval of the scholarship board and subject further to school rules and regulations.
3. The scholar shall enroll in full/regular load each semester as prescribed by the curriculum of the chosen course.
4. Except when required by the course curriculum, a scholar may enroll in summer classes at his/her own expense. Monthly stipend shall not be provided under the City Scholarship Program.
5. In case of any delay in the release of grades, enrollment shall be allowed for the succeeding semester subject to the condition that grades shall be submitted to the ESO within the succeeding semester. Any delay in the grades should be settled within the succeeding semester otherwise it is assumed to be a failing grade. In cases where all the grades are submitted within the succeeding semester and the scholar failed to comply with the scholastic requirements, the scholar shall be allowed to finish the semester after which the scholarship support shall automatically end and the scholar is terminated from the scholarship program.





6. **SHIFTING OF COURSE** - A scholar may be allowed to shift to another course only once within the first two years of college subject to the approval of the Scholarship Board. It is a condition that the scholar completes the new course within the duration of the original course. No extension shall be allowed. It is a requirement that the second course chosen must also be in the list of priority courses under Section 7 of the Ormoc City Scholarship Ordinance.
7. **TRANSFER OF SCHOOL** - A scholar shall not be allowed to transfer to another school during the duration of the course for which he/ she was extended a grant under the Ormoc City Scholarship Program.
8. **COMMUNITY INVOLVEMENT** - A scholar shall actively participate in a community project and is encouraged to be active in social involvement activities of the school.

The scholar shall submit the following every after end of the semester:

- a. Authenticated copy of final grades every after end of the semester;
- b. Certification from school that the scholar has not participated in any offense involving moral turpitude;
- c. Certification from Dean's office that the scholar has participated in community service and activities of the Scholar's Organization.

D. EFFECTIVITY

This Memorandum of Agreement (MOA) shall take effect immediately and after this agreement has been completely executed with parties herein affixing their signatures, and shall continue to be in force and effect until mutually revoked or terminated by the parties.

Either party may terminate this Agreement upon prior written notice to the other and shall take effect thirty (30) days after receipt of said notice. Rights already accrued under this agreement prior to the receipt by one party of the notice shall not be prejudiced by the proposed or actual termination.

E. MISCELLANEOUS PROVISIONS

The provisions of Ordinance No. 028 Series of 2017, insofar as portions thereof are not included in this agreement, are automatically incorporated herein including its amendments. Any and all conditions in this agreement as are inconsistent with Ordinance No. 028 Series of 2017, are automatically revoked.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this ____ day of _____, 2022 in Ormoc City, Philippines.

LGU-ORMOC CITY

First Party

VISAYAS STATE UNIVERSITY

Second Party

By:

By:

RICHARD I. GOMEZ
City Mayor

As per SP Resolution No. 2022-044

Dr. EDGARDO E. TULIN
President

Signed in the presence of:

MANOLO B. LORETO

Manolo B. Loreto

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Ormoc) S.S.

In the City of Ormoc this MAR 30 2022 day of _____ personally
appeared to me the following with competent evidence of identity:

Parties	Identity Card	Expiry Date
RICHARD I. GOMEZ, DPA	GSIS UMID 021-1628-7865-8	-
Dr. EDGARDO E. TULIN	GSIS UMID 006-0017-6117-7	-

Personally known to the witnesses and known to me to be the same persons who executed the foregoing instruments and acknowledged the same as their free voluntary acts and deed. This Memorandum of Agreement (MOA) composed of _____ pages including this page on which this acknowledgement is written duly signed by the parties thereto and the instrumental witnessed on each and every page thereof.

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

Doc no. 483 ;
Page no. 97 ;
Book no. XXVII ;
Series of 2m .

ATTY. JOSE BENANTE R. TERRE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
ROLL NO. 42646
IBP LIFE MEMBER NO. 013428/01-05-15
PTR No. 7053523/01-03-2022
NICL COMPLIANCE No. VI-0011181/04-14-2022

Chenillo

[Signature]