

SCHOLARSHIP CONTRACT
(Graduate Program – Local)

KNOW ALL MEN BY THESE PRESENTS:

This Scholarship Contract (SC) is made and entered into this _____, 2014 in Quezon City, Philippines by and between:

The **COMMISSION ON HIGHER EDUCATION (CHED)**, a government regulatory agency established under R.A. 7722, with principal office address at the Higher Education Development Center (HEDC), C.P. Garcia Ave., UP Campus, Diliman, Quezon City, represented by its Chairperson, **Dr. PATRICIA B. LICUANAN**, hereinafter referred to as the "**CHED**";

The **UNIVERSITY OF SOUTHERN MINDANAO**, a higher education institution with principal office at Poblacion, Kabacan, North Cotabato represented herein by its head, **Dr. FRANCISCO GIL N. GARCIA**, and hereinafter referred to as "**SHEI**";

- and -

ANNA JEAN L. SEBASTIAN of legal age, Filipino and residing at Katidtuan, Kabacan, North Cotabato hereinafter called the "**GRANTEE**".

WITNESSETH

WHEREAS, CHED is mandated to improve the quality of higher education in the country by upgrading the academic qualifications of university and college teaching faculty;

WHEREAS, pursuant to the said mandate, the Commission approved the Guidelines for the implementation of Faculty Development Program-II (FDP-II) through CEB Resolution No. 213-2009 and issued CMO No. 26, s. 2009;

WHEREAS, the FDP-II covers graduate scholarship programs to provide support for full degree program for masters and doctorate levels to be undertaken on campus and via distance learning on *full* or *part* time basis for higher education faculty who are currently teaching in the identified priority fields;

WHEREAS, the *Sending Higher Education Institution (SHEI)*, in need of improving the qualifications of its faculty in the identified priority fields, is ready, able and willing to send its faculty for full/part time graduate degree study (local) in any of the identified delivering higher education institutions (DHEIs).

WHEREFORE, and in consideration of the actual financial support for the duration of the scholarship benefits which will be released to GRANTEE through the DHEI, the SHEI shall allow the GRANTEE to pursue studies on a full/part time basis leading to the degree in **Master of Applied Statistics** at **the Mindanao State University- Iligan** for a duration of 2 Summer(s) and 4 Semester(s)/Trimester(s)/Quarter(s) commencing on **1st Semester SY 2014-2015** subject to the following **terms and conditions**:

A. CHED Responsibilities

The CHED shall –

1. form a screening committee that would screen the applicant/s and select the scholar/s based on criteria approved by the CHED;
2. issue a "Certificate of Award" to the GRANTEE;

3. provide financial support to the GRANTEE in accordance with the CHED Memorandum Order (CMO) No. 26, Series of 2009;
4. ensure the funding support for the GRANTEE's graduate studies until full completion of the course program; require that its consent be obtained in the event that the GRANTEE intends to leave the country while the scholarship contract is still in force;
5. issue a "Clearance-Certificate" to the GRANTEE for the Bureau of Immigration (BI) whenever the latter satisfies the necessary requirements;
6. in coordination with the DHEI and the SHEI, monitor the progress of the GRANTEE under the program;
7. demand faithful compliance by both SHEI and GRANTEE with the terms and conditions of the Masters and Doctorate Degree Program subcomponents of the FDP-II;
8. relieve/clear the GRANTEE of all his/her scholarship obligations and responsibilities upon submission of the Certificate of Completion of Return Service; and
9. have the right to terminate the scholarship of the GRANTEE in consideration to the recommendation of the SHEI or the DHEI and other considerable causes, i.e.:
 - a. failure to submit periodic report to the CHED about the progress of his/her study without valid reasons;
 - b. active search for employment during the scholarship period;
 - c. commission of any act of immorality, drunkenness, dishonesty, discourtesy, and any form of misconduct;
 - d. such other acts as may be considered by the CHED as inimical to the interest of the government of the Republic of the Philippines and those that adversely affect the integrity of the CHED-FDP; and
 - e. non-availability or exhaustion of funds.

B. SHEI Responsibilities

The SHEI shall –

1. release the GRANTEE for full/part time study with the conditions below:
 - a. in case of *part time* study, deload the GRANTEE's teaching load units equivalent to the number of units of his/her study load in the graduate program; and
 - b. in the case of *full time* study, release and free the GRANTEE completely from teaching load during the scholarship period;
2. coordinate with the CHED in monitoring the progress of the GRANTEE under the program;
3. have the right to recommend the termination of the scholarship of the GRANTEE due to the following causes:
 - a. the grantee fails to meet the academic standards set by the DHEI;
 - b. the grantee willfully did not enroll in the required academic load per term (*at least nine [9] units for full time and six [6] units for part time every regular semester/trimester/quarter*);
 - c. the grantee fails to enroll for any term or drops any of his/her courses without the approval of the DHEI and the CHED;
 - d. the GRANTEE fails to finish the program within a given period of time;
 - e. the GRANTEE willfully did not submit the reports required of him/her on time;

- f. the grantee resigns or transfers from the SHEI where he/she obtained an endorsement and for which the grant was accommodated;
 - g. other justifiable grounds which prove the inability of the GRANTEE to complete his/her degree (e.g. poor health as certified by a government physician);
 - h. commission of any act of immorality, drunkenness, dishonesty, discourtesy, and any form of misconduct; and
 - i. conviction of any crime by a court or a competent administrative body;
4. provide the GRANTEE the following upon successful completion and return to his/her SHEI:
 - a. promotion or upgrading of position whenever legally possible; and
 - b. salary upgrading upon availability of funds;
5. provide the full salary of the GRANTEE during his/her scholarship grant;
6. require the GRANTEE to render return service equivalent to the length of time that he/she enjoyed the scholarship, i.e. one year of service for every year of scholarship or a fraction thereof; or according to the specifications provided in the faculty handbook of the SHEI with respect to return of service, or such other policies, rules or regulations that CHED may impose pertinent to return of service by the GRANTEE under this scholarship grant;
7. enforce strictly the terms of the scholarship grant, specifically the return service requirement stated above and ensure faithful compliance by the GRANTEE of the terms of the scholarship grant;
8. faithfully abide with all existing and future policies of the CHED with respect to the CHED-FDP;
9. reimburse CHED the total financial assistance released to the GRANTEE in case it recalls the latter without valid reasons and prior notice to the CHED; and
10. provide CHED a certification that the grantee has resumed teaching after the avilment of the program; and issue a certification to CHED that the grantee had already rendered a return service from his/her scholarship as required in the program.

C. GRANTEE's Responsibilities

The GRANTEE shall –

1. enroll in the program of study and in the field of specialization approved by CHED;
2. take the required academic load per term as required by DHEI and CMO No. 26, Series of 2009;
3. devote full amount of time required by the CHED-approved program of study;
4. maintain an academic record acceptable to the standards of the DHEI;
5. follow the regular schedule of academic course offerings prescribed by the DHEI until he/she finishes his/her program within the allotted time;

Provided that, deferment of enrollment shall not be allowed except for the following reasons:

- a. Poor health of grantee (if the grant is already on going) as certified by a government physician;

- b. The grantee is on maternity leave of absence; and
- c. Meritorious reason acceptable to the concerned institution/CHED;

Provided further that, in case a deferment of enrollment is allowed, the scholarship will be terminated if the scholar does not re-enroll after one (1) academic year or after two (2) semesters and one (1) summer;

- 6. seek and obtain approval in case he/she decides to shift his/her field of specialization. Failure to obtain the approval of CHED shall immediately cause the termination of the scholarship grant and require the faculty scholar to reimburse CHED all the financial support extended under this scholarship program;
- 7. reimburse CHED the total assistance released to him/her, in case of willful abandonment of the scholarship, gross misconduct and non-compliance with the terms and conditions stipulated in the Scholarship Contract;
- 8. submit a notarized Co-Maker Undertaking and a copy of the latest Co-Maker's Income Tax Return (ITR), and other pertinent documents, i.e.:

Documents

Submission Period

- | | |
|--|---|
| a. Authenticated Copies of Registration | a. Immediately after Registration |
| b. Preliminary Plan of Academic Subjects/Load as Approved by Adviser | b. Within one term after the start of classes for the term following the granting of the scholarship. |
| c. Xerox Copy of Report Rating issued by the school | c. On or before the start of the next term immediately following the term reported |
| d. Results of Comprehensive Examination | d. Two (2) weeks after examination. |
| e. Final Report
Diploma
Transcript of Records | e. Within one (1) month after completion |
- 9. seek CHED permission, at least 2 weeks, before leaving the country while the scholarship contract is still in force;
 - 10. render return service to the SHEI which has endorsed him/her for the grant and for which the grant has been accommodated equivalent to the length of time that the scholar enjoyed the scholarship one year of service for every year of scholarship or a fraction thereof. This will also hold for the non-completion of the course including failure to complete the required courses; and
 - 11. upon successful completion of his/her scholarship, submit the following to CHED:
 - a. certified true copy of the Diploma; and
 - b. certified true copy of the Transcript of Records.

IN WITNESS WHEREOF, the parties hereto, through their respective representatives,
have hereunto set their hands this _____ day of _____, 2014, Quezon City, Philippines.

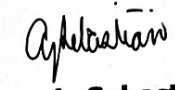
CHED


Patricia B. Licuanan, Ph.D.
Chairperson

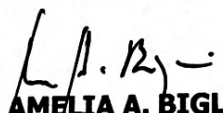
SHEI


Francisco Gil N. Garcia, Ph.D
President/Head

GRANTEE


Anna Jean L. Sebastian
Faculty

SIGNED IN THE PRESENCE OF:


AMELIA A. BIGLETE
Director IV, Office of Programs and
Standards Development (OPSD)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF) s.s

BEFORE ME, a Notary Public for and in _____ on
24 OCT 2014, personally appeared the following, to wit:

Name	Valid ID/Passport Number	Date & Place Issued
Patricia B. Licuanan, Ph.D. <i>Chairperson, CHED</i>	CHED ID No. CO-0291	July 20, 2010 Quezon City
Francisco Gil N. Garcia <i>University President/USM</i>	USM ID No. 08- 00470	USM Kabacan North Coatabato
Anna Jean L. Sebastian <i>Grantee</i>	Passport No. EB 1432944	22 Nov 2010 DFA Davao

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

WITNESS MY HAND AND SEAL on this _____ day of **24 OCT 2014** 201 .

Notary Public

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Series of 2014

ATTY. FEDERICO T. MACABANGUN
NOTARY PUBLIC
PTR NO. 6598315 JAN. 23, 2014
IBP NO. 931659 NOV. 15, 2013
ROLL NO. 19845
UNTIL DECEMBER 31, 2014