

Republic of the Philippines
Commission on Higher Education
Higher Education Development Project
FACULTY DEVELOPMENT PROGRAM
DAP Building, San Miguel Ave., Pasig City

SCHOLARSHIP CONTRACT
(Local Scholarship)

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Scholarship entered into by between and among:

The **COMMISSION ON HIGHER EDUCATION**, government agency with principal office at the DAP Building, San Miguel Avenue, Pasig City, represented herein by its Chairman, **Hon. CARLITO S. PUÑO** and hereinafter referred to as "**CHED**";

The (**LEYTE STATE UNIVERSITY**) through, its head **DR. PACIENCIA P. MILAN** with present address at **Visca, Baybay, Leyte** hereinafter referred to as "**SENDING HIGHER EDUCATION INSTITUTION**";

and

(**MARLON F. SACEDON**) of legal age, Filipino and residing at **Brgy. Guadalupe, Baybay, Leyte** hereinafter called the "**GRANTEE**".

WITNESSETH

WHEREAS, CHED pursuant to its objective of improving the quality of higher education in the country by upgrading the academic qualifications of university and college teaching faculty in priority fields is empowered to provide scholarships;

WHEREAS, the SENDING Higher Education Institution (HEI), in need of improving the qualifications of its General Education faculty in the identified priority fields of this program, is ready, able and willing to send its faculty to the CHED-Higher Education Development Project (HEDP) Faculty Development Program (FDP) Scholarship Grant with all its terms and conditions specified in the Contract; and

For and in consideration of the actual financial support for the duration of the scholarship benefits which will be released to Grantee through the Delivering HEI, the SENDING HEI shall allow the GRANTEE to pursue studies leading to the degree in (**MASTER IN PHYSICS**) at the (**SAN CARLOS UNIVERSITY**) for a duration of (**TWO YEARS**) commencing on **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

A. CHED Responsibilities

The CHED shall –

1. Provide financial support to the Grantee for a duration of TWO YEARS;
2. approve the set of criteria for the final selection of the faculty scholar;
3. approve or disapprove requests in case the faculty scholar shall leave the country for any reason whatsoever during the duration of his/her scholarship contract or the scholarship program;
4. demand faithful compliance by both Sending Institution and the Faculty Scholar of the terms and conditions of the Faculty Development Program;
5. monitor the progress of the grantee under the program; and
6. have the right to terminate the scholarship in consideration of the recommendation of the sending institution.

B. Sending HEI Responsibilities

The Sending HEI shall –

1. Recommend the faculty scholar based on the established criteria approved by the CHED;
2. coordinate with CHED in monitoring the progress of the Grantee under the program;
3. submit to CHED details of information on the following:
 - a. proposed study load of the faculty scholar during the duration of the scholarship; and
 - b. recommended load of the substitute faculty.
4. have the right to recommend the termination of the scholarship due to the following causes:
 - a. the Grantee fails to meet the academic standards set by the Delivering HEI;
 - b. the Grantee willfully fails to enroll in the required academic load of the Delivering HEI;
 - c. the Grantee fails to enroll for any term or drops any of his/her courses without the approval of the Delivering HEI and the CHED;
 - d. the Grantee exceeds the time allotted to finish the program;
 - e. the Grantee willfully fails to submit the reports required of him/her on time;
 - f. the Grantee resigns or transfers from the Sending HEI where he/she obtained an endorsement and for which the grant was accommodated;

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- g. for other justifiable grounds which prove the inability of the Grantee to complete his/her degree (i.e. poor health of Grantee as certified by a government physician, Grantee will need to go on maternity leave);
 - h. non-availability or exhaustion of funds;
 - i. any act of discourtesy to an official or employee of the CHED;
 - j. commission of any act of immorality, drunkenness, dishonesty, discourtesy, and any form of misconduct;
 - k. conviction of any crime by a court or a competent administrative body; and
 - l. such other acts as may be considered by CHED as inimical to the interest of the government of the Republic of the Philippines and those that adversely affect the integrity of the Faculty Development Program.
5. decrease the teaching load of the faculty in consultation with the faculty scholar;
 6. provide the scholar the following upon successful completion and return to the home or sending HEI:
 - a. promotion or upgrading of position whenever legally possible; and
 - b. salary upgrading upon availability of funds.
 7. provide the Full Salary of the Grantee during his/her scholarship;
 8. should the Grantee fail to complete the scholarship as stated in the Memorandum of Agreement and Scholarship Contract within the period specified thereto, the Commission may hold the Sending HEI solidarily liable with the Grantee for the financial assistance release to the Grantee;
 9. 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 sending HEI with respect to return of service, or such other policies, rules or regulations that CHED may impose pertinent to return of service by the faculty scholar under this scholarship grant;
 10. enforce strictly the terms of the scholarship grant, specifically the return of service requirement stated above and ensure faithful compliance by the faculty scholar of the terms of the scholarship grant;
 11. faithfully abide with all existing and future policies of the CHED with respect to the Faculty Development Program; and
 12. reimburse CHED the total financial assistance released to the scholar in case it recalls the scholar without valid reasons and prior notice to the CHED.

C. Grantee's Responsibilities

The Grantee shall –

1. enroll in the program of study and in the field of specialization approved by CHED;
2. devote the full amount of time required by the CHED approved program of study;

3. take the full academic load per semester/term;
4. maintain an academic record acceptable to the standards of the Delivering HEI;
5. follow the regular schedule of academic course offerings prescribed by the Delivering HEI 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 institute/CHED.

Provided further that, deferment in these cases shall be limited to a maximum of one (1) year.

6. render return service to the sending HEI 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;
7. 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;
8. 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 this contract:

Report

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. |

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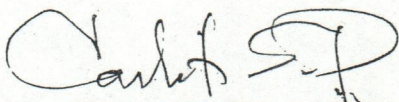
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e. Final Report
Diploma
Transcript of Records


e. Within one (1) month
after completion


9. submit a notarized Co-Maker Undertaking and a copy of the Co-Maker's Income Tax Return for the duration of the scholarship; and
10. seek CHED permission before leaving the country while the scholarship contract is still in force.

IN WITNESS WHEREOF, the parties hereto have signed this scholarship agreement this 22nd day of June 2005 at Pasig City, Philippines.

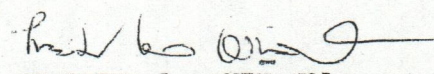

Hon. CARLITO S. PUNO
Chairman, CHED

oph


PACIENCIA P. MILAN, Ph.D.
Head of Sending HEI


MARLON F. SACION
Grantee

SIGNED IN THE PRESENCE OF:


TERESITA L. QUINANOLA
HRDO Officer
Printed Name over Signature

RAMON S. DEL FIERRO
CHED-COORDINATOR-USC
Printed Name over Signature

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

CITY OF PASIG

(S.S)

BEFORE ME, a Notary Public for and in
PASIG CITY, personally appeared the following to wit:
JUN 20 2005 on

Name	Community Tax Cert. No.	Date & Place Issued
Hon. CARLITO S. PUNO	06907019	Jan 14, 2005 Bataan
DR. PAULINA F. MILAN	00491537	January 18, 2005, Baybay, Leyte
MR. MARLON SR. SAGEDON	23573703	April 15, 2005, Baybay, Leyte

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

WITNESS MY HAND AND SEAL on this _____ day of _____
JUN 20 2005 200

Notary Public

RAMON L. CARRIO
NOTARY PUBLIC
UNTIL DEC. 31, 2006
PTR NO. 366397211-03-04
PASIG CITY

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Book No. 1000
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CO-MAKER UNDERTAKING

The Co-Maker undertaking executed at Baybay, Leyte,
Philippines, jointly and severally by Mercedita Odias Sacedon,
1449 Zone 3, Brgy, Guadalupe, Baybay, Leyte (Co-Maker)
Filipino, of legal age, married/single, with residence and postal address at _____,
hereinafter referred to as the Co-Maker, in favor of the COMMISSION ON HIGHER EDUCATION (CHED) with
principal address at DAP/Jollibee Center Bldg., San Miguel Ave., Ortigas Center, Pasig
City, hereinafter referred to as the CHED.

WITNESSETH

Whereas, MARLON F. SACEDON an Instructor I
(name)
in Leyte State University scholar under
(Position/Institution)
CHED, HEDP, FDP as Principal,
(Scholarship Program)
binding herself/himself to certain undertakings herein, in favor of the CHED;

Whereas, the CHED requires that the true and faithful performance of said
Scholarship Program be underwritten by a Co-Maker;

Now, therefore, for and in consideration of the foregoing, the undersigned Co-Maker jointly and severally with the Principal hereby guarantee and warrant to the CHED that the Principal shall willingly and faithfully comply with and perform all the stipulations contained in all the paragraphs of the Scholarship Agreement referred to and that if for any reason the Principal fails to effect compliance therewith, the Co-Maker hereby binds herself/himself and severally with the Principal to pay and reimburse the CHED on demand such amount or amounts as may have been defrayed for the Principal's salary, allowances, transportation and other expenses incurred by the Philippine Government/Sponsor in connection with the Scholarship Agreement.

The liability of the Co-Maker under this undertaking shall be solidary, direct and immediate and not contingent upon the pursuit by the CHED of whatever remedies it may have against the Principal and the Co-Maker will anytime on demand pay to the CHED whatever amount is owing from the Principal to the CHED to the extent stated.

IN WITNESS WHEREOF, the Co-Maker have hereunto set her/his hand at
Baybay, Leyte this 20th day of June,
2005

Mercedita O. Sacedon
MERCEDITA O. SACEDON

Co-Maker
(Spouse)

SIGNED IN THE PRESENCE OF:

Remberto A. Fatindol
Head, DMPS
Witness

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ACKNOWLEDGMENT

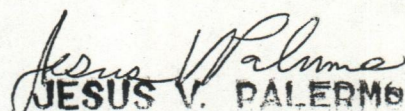
Republic of the Philippines)
PROVINCE OF LEYTE) s.s
Municipality of Baybay)

BEFORE ME, this 30th day of June, 2005 at Baybay,
Leyte personally appeared:

	NAME	RES. CERT. NO.	DATE/PLACE ISSUED
1.	<u>Marlon F. Sacedon</u> (Grantee)	<u>23573703</u>	<u>April 5, 2005, Baybay, Leyte</u>
2.	<u>Mercedita O. Sacedon</u> (Co-Maker)	<u>23573704</u>	<u>April 5, 2005</u> <u>Baybay, Leyte</u>

Known to me to be the same persons who executed the foregoing Scholarship Contract and acknowledged to me that the same is their own free act and deed.

WITNESS MY HAND AND SEAL ON THIS 30th DAY OF
June, 2005.


JESUS V. PALERMO
NOTARY PUBLIC

UNTIL Notary Public 31/2006

PTR NO. 12/23/04 AT BAYBAY, LEYTE
TIN NO. 104-744-775

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