

Republic of the Philippines
Mindanao State University
Marawi City
**FELLOWSHIP/SCHOLARSHIP
AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made and entered into by and between

The MINDANAO STATE UNIVERSITY herein represented by its President, _____ hereinafter referred to as the GRANTOR, and _____, a member of the faculty of the Mindanao State University, with postal address at _____ hereinafter referred to as the GRANTEE.

WITNESSETH:

WHEREAS, by virtue of Resolution No. 3, S. 1992 of the Board of Regents of the Mindanao State University, the GRANTOR is authorized to grant fellowship awards to faculty members of the University who shall be sent for advanced studies or training to leading Universities/institutions in the Philippines and/or abroad;

WHEREAS, the GRANTEE desires to avail of the fellowship grant;

NOW THEREFORE, for and in consideration of the premises, the GRANTOR has granted unto the GRANTEE, and the GRANTEE has accepted a fellowship grant, subject to the following terms and conditions:

1. The GRANTEE shall pursue courses leading to the degree of _____ at the _____;
2. The fellowship is hereby granted beginning _____, AY _____ up to and until the end of _____ subject to renewal, unless terminated or revoked by competent authority;
3. The GRANTOR shall provide the GRANTEE the following privileges:
 - () Monthly salary
 - () Monthly stipend of Php5,000.00
 - () Actual cost of tuition and other school fees (to be billed to the University)
 - () Book allowance of Php2,500.00 per semester
 - () Thesis/Dissertation allowance of Php5,000.00
 - () One round trip boat fare for the whole Academic Year
 - () Clothing Allowance } for foreign grant
 - () Visa/passport } processing fee only
4. The renewal, extension, or termination of the Grant shall be based on the following considerations:
 - a) The GRANTEE must maintain a highly satisfactory academic performance; The GRANTEE must maintain a weighted semestral average higher than 2.0 or its equivalent.
 - b) A weighted semestral average lower than 2.0 or its equivalent or having more than 2 INC's within one semester shall be sufficient ground for recall of the GRANTEE and for terminating the AGREEMENT and/or dismissal from the service.
5. The GRANTEE shall not bring any member of the family to the place of study for the duration of the grant. The purpose of the grant being primarily for the strengthening of the faculty force and only secondarily for personal advancement;
6. The GRANTEE shall not shift or transfer to a program other than what is specified in the course he/she is participating in and as stated in this Agreement, unless otherwise allowed to do so by the GRANTOR.

7. The GRANTEE shall not take outside employment whether related to the program of study or not to avoid double compensation. Moreover, any full or part-time job will mean time away from the course of study.
8. At the end of every semester, the GRANTEE shall submit a report of grades to the Office of the Vice Chancellor for Academic Affairs, with copy furnished the Dean of the base college.
9. There shall be two sureties who shall be permanent employees of the University, who are not yet retirable in the life of this Agreement, or in the absence thereof, the GRANTEE shall submit a Surety Bond in the amount equivalent to the estimated total expenditures, renewable every year, or submit as collateral a land title which shall be annotated in favor of the University. If the property submitted is not the GRANTEE's, a Special Power of Attorney to the University from the owner shall be submitted. In the event of default by the GRANTEE the University is empowered to pursue every legal avenue to protect its interests.
10. This Agreement is subject to the enforcement of the Special Order awarding to the GRANTEE this study grant.
11. Upon completion/termination of the fellowship/training grant, the GRANTEE shall immediately return to the Mindanao State University at Marawi to serve the University for a period based on what is prescribed under BOR Res. No. 3, S. 1992, viz:
 - i) For study grant of one year or more, a return service of two years for every year of Study or a major fraction thereof shall be required.
 - ii) For study, training, travel or other grants involving six (6) months but not less than One month, a return service of one year shall be required.
12. Should the GRANTEE fail to serve the University due to resignation, voluntary retirement or for other causes within the control of the GRANTEE, the GRANTEE shall be liable to and shall refund the University the amount equal to the total expenses incurred for his/her scholarship, including salaries received, plus 12% interest per annum computed from date of deferment of the scholarship, or return service, if any. In case of failure to settle the account after the billing, a two (2) per cent penalty shall be imposed per month.
13. Costs of litigation shall be borne by the GRANTEE or the Sureties.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 20 ____, at Marawi City, Philippines.

GRANTOR

GRANTEE

For and in behalf of the
MINDANAO STATE UNIVERSITY

Signed in the Presence of:

Vice Chancellor for Academic Affairs

Dean/Director of Unit/College

ACKNOWLEDGEMENT

Republic of the Philippines) In
the City of Marawi) S.S.

X ----- X

BEFORE ME, a Notary Public, for and in the City of Marawi, this _____ day of _____ personally appeared _____ with Res. Cert. No. _____ issued at _____ on _____ and _____ with Res. Cert. No. _____ issued at _____ on _____ known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed.

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Series of _____

NOTARY PUBLIC

SURETYSHIP AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The Suretyship Agreement executed at Mindanao State University, Philippines, jointly and severally, by _____, Filipino, of legal age, with residence and postal address at _____ and _____, Filipino, of legal age, with residence and postal address at _____, both of whom are permanent employees of the University, hereinafter referred to as SURETIES, in favor of MSU Marawi, created under Republic Act No. 1387, with principal office at Marawi City, hereinafter referred to as MSU-Marawi City.

WITNESSETH

WHEREAS, _____ A faculty grantee under the Academic Personnel Development Program (APDP) of the MSU-Marawi, hereinafter referred to as PRINCIPAL and the two (2) Sureties bind themselves to certain undertakings therein, in favor of MSU-Marawi;

WHEREAS, MSU-Marawi requires that the due and faithful performance of said FELLOWSHIP AGREEMENT be underwritten by two (2) sureties;

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned SURETIES, jointly and severally with the PRINCIPAL hereby guarantee and warrant to the MSU-Marawi, that the PRINCIPAL shall willingly and faithfully comply with and perform all the stipulations contained in all the paragraphs of the FELLOWSHIP AGREEMENT the PRINCIPAL entered into, and that if for any reason the PRINCIPAL fails to effect compliance therewith, the SURETIES hereby bind themselves and severally with the PRINCIPAL to pay and reimburse the MSU-Marawi on demand the total amount of scholarship expenditures as billed by MSU Marawi to the PRINCIPAL including 12% interest per annum computed from date of deferment of the scholarship. In case of failure to settle the account after the billing, a two (2) per cent penalty is imposed per month.

The liability of the SURETIES under this Agreement shall be solidary, direct and immediate and not contingent upon the pursuit by MSU-Marawi of whatever remedies it may have against the PRINCIPAL, and either or both of the SURETIES will anytime, upon demand, pay to the MSU-Marawi to the extent stated.

IN WITNESS WHEREOF, the SURETIES have hereunto set their hands at Marawi City, this _____ day of _____, 20 _____.

(Surety) (Surety)
Signed in the Presence of:

Witness Witness
Republic of the Philippines)
City of Marawi) s.s.

In the City of Marawi, this _____ day of _____, 20 _____ personally appeared before me:

Name	Res. Cert. No.	Issued at	Issued on
_____	_____	_____	_____
_____	_____	_____	_____

to me known to be the same persons who signed and executed the foregoing instrument and acknowledged before me that the same is of their own voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at the place and on the date above written.

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NOTARY PUBLIC