MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this __ day of _____ 2025, in Quezon City by and among:

The **COMMISSION ON HIGHER EDUCATION (CHED),** an agency of the National Government organized and established under Republic Act (R.A.) No. 7722 otherwise known as the "Higher Education Act of 1994," with principal office address at HEDC Building, C.P. Garcia Avenue, U.P. Diliman, Quezon City, Metro Manila, Philippines, represented by its Chairperson, **SHIRLEY C. AGRUPIS, PhD**;

The **UNIFIED STUDENT FINANCIAL ASSISTANCE SYSTEM FOR TERTIARY EDUCATION (UniFAST),** a government agency created pursuant to R.A. No. 10687 and attached to the CHED, with office address at the 10th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes Street, Barangay Paligsahan, Quezon City, represented by its Chairperson, **SHIRLEY C. AGRUPIS, PhD;**

and

HOLY CHILD CENTRAL COLLEGES, INC., an educational institution of higher learning with office address at Allah Valley Drive, Surallah, South Cotabato represented by its President, **MARIVET S. CABALLERO** hereinafter referred to as the **PRIVATE HIGHER EDUCATION INSTITUTION (Private HEI).**

WITNESSETH, that:

II. COVERED PRIVATE HEIS

Only private HEIs with government recognition for their degree programs and duly executed memorandum of agreement shall co-implement the programs under R.A. No. 10931.

III. RESPONSIBILITIES OF THE PARTIES

1.1 **Duties and Responsibilities.** The parties shall perform certain duties and responsibilities, including but not limited to the following:

1.1 UniFAST Board

(a) Administer, oversee, and set policies on the implementation of TES, and TLF;
(b) Periodically conduct a review and evaluation of the policies and guidelines on TES, and TLF; and,
(c) Determine the appropriate sanctions in cases of violation of the said guidelines.

1.2 UniFAST Secretariat

(a) Supervise the implementation of policies, guidelines, and directives issued by the UniFAST Board;
(b) Coordinate with HEIs, students, and other stakeholders in relation to the implementation of TES and TLF for purposes of policy formulation, advocacy and promotions, grievance redress, or imposition of sanctions;
(c) Monitor and evaluate the implementation of said programs; and
(d) Disseminate or cause the dissemination of information to all HEIs on the implementation of TES and TLF.

1.3 Commission on Higher Education (CHED)

1.3.1 CHED Central Office

Without prejudice to the exercise of its powers and functions under R.A. No. 7722 and other applicable laws, faithfully abide, observe, and be bound by the provisions of this Agreement. The CHED Administrative, Financial and Management Services (CHED-AFMS) shall facilitate the preparation of all pertinent and necessary documentation to effect the transfer of funding from the CHED to, ultimately, the student-beneficiaries/borrowers as may be prescribed by the Guidelines set forth by the UniFAST Board. Through the CHED-Cash Section, to ensure that an Official Receipt has been provided to PHEIs which has reverted any excess fund transfer, as a result of a fund reconciliation, to the CHED-AFMS.

1.3.2 CHED Regional Offices (CHEDROIs)

(a) Disseminate information to the PHEIs within their region regarding the SM and guidelines of the programs under RA 10931;

specific legislative intent of the law as provided for in Section 2 thereof and the rest of said instrument be fully realized.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

I. GOALS / OBJECTIVES

A. Tertiary Education Subsidy (TES)

The specific objective of the TES is to support the cost of tertiary education or any part or portion thereof, subject to availability of funds and the prioritization provisions of Section 7 of R.A. No. 10931. TES shall cover, as far as practicable, any of the following:

1. Tuition and other school fees;
2. An allowance for books, supplies transportation and miscellaneous personal expenses including a reasonable allowance for the documented rental or purchase of a personal computer or laptop and other education-related expenses;
3. An allowance for room and board costs incurred by the student;
4. For a student-grantee with a disability, an allowance for expenses related to the student's disability, an allowance for expenses related to the student's disability including special services, personal assistance, transportation, equipment, and supplies that are reasonably incurred; and
5. For a student-grantee in a program requiring professional license or certification, the one (1)-time cost of obtaining the first professional credentials or qualifications, which may include any of the following: application fees, notarial fees, review classes fees, insurance premium fees and documentation fees.

The availability of slots and the amount of subsidy shall be based on the guidelines set forth by the UniFAST Board, pursuant to its power to administer TES and on the annual budgetary appropriation for this purpose.

Pursuant to the special provisions of the General Appropriations Act, the Tulong Dunong Program is hereby included under the Tertiary Education Subsidy Program.

B. Student Loan Program (SLP)

Subject to the approval of the UniFAST Board to finally implement the Student Loan Program, the Student Loan Program (SLP) is created to support further the cost of tertiary education or any part or portion thereof, subject to guidelines set forth by the Board and other applicable laws.

(c) If applicable, when the branch campus does not have a designated bonding officer or encounters limitations with the cashier's bond limit, cause the authorized bonding officer of the main campus or other branches to temporarily serve as the issuing officer; and,

(d) Orient faculty, administrative officials, staff, parents, as well as all other stakeholders, about the nature, extent, qualifications, processes, terms and conditions, limitedness of slots and availability of funds, and other pertinent information on TES and TJP.

(m) In general, properly coordinate and ensure the smooth systems and operations with the UniFAST Secretariat for the timely and efficient implementation of the programs under RA No. 10931.

IV. GENERAL PROVISIONS

1. The parties mutually agree to perform and abide by all of the provisions and requirements contained or could reasonably be inferred from this MOA. Failure of either party to ensure compliance thereof shall not be construed to be a waiver of such provisions or a waiver of the right of each thereafter to enforce or settle the same; and

2. This MOA may be amended/modified in writing to be responsive / to conform to the provisions of CHED Circulars, CMO rules, and other pertinent government regulations and guidelines.

3. The parties recognize their responsibilities under the Republic Act No. 10173, also known as the Data Privacy Act of 2012, with respect to the data they collect, record, organize, update, use, consolidate, disclose, transfer and subsequently dispose of from the stakeholders. The personal data obtained from all transactions are entered and stored within the UniFAST's authorized information and communications system and will only be accessed by authorized UniFAST and CHED personnel as well as the Commission on Audit for auditing purposes only. The CHED-UniFAST has instituted appropriate organizational, technical and physical security measures to ensure the protection of the stakeholder personal data.

Furthermore, the information collected and stored by the UniFAST shall only be used for the following purposes:

a. Processing of documentary or requirements and other related functions such as consolidation of applications, management of data records for active population, and as basis for the further development of service protocols and guidelines; and,
b. Announcements or promotions of events, programs, and other activities offered/organized by the UniFAST and its partners.

The CHED-UniFAST shall not disclose the client's personal information without their consent, except for disclosures that may be made pursuant to the Data Privacy Act of 2012 and other applicable laws, and shall retain the information over a period of ten years for the effective implementation, management, and performance evaluation of the purposes stated above.

V. VENUE OF ACTION

Any legal action or proceeding arising out of or connected with this Agreement and any and all related documents shall be brought in the proper court of Quezon City only. By execution and delivery of this Agreement, the parties hereby irrevocably submit to such venue to the exclusion of all other venues.

(h) Provide timely reminders to PHEIs about TES and SLF Program implementation, rules and regulations and specific guidelines to ensure compliance;

(i) Implement and carry out the operational aspects of the policies, guidelines, and directives issued by the UniFAST Board as conveyed by the UniFAST Secretariat;

(j) Process payments for TES and SLF as needed, subject to accounting and auditing rules and regulations. Specifically check on the completeness, correctness and accuracy of supporting documents needed for the disbursement of TES and loan amount for SLF, as the case may be;

(k) In general, properly coordinate and ensure the smooth systems and operations with the UniFAST Secretariat for the timely and efficient implementation of the programs under RA no. 10931.

I.4 Private Higher Education Institutions

(a) Diligently comply with the policies, guidelines, and directives of the UniFAST Board or Secretariat in relation to the implementation of R.A. No. 10931 programs;

(b) Be accountable for the funds received from CHED pursuant to this Agreement;

(c) Issue an official receipt or invoice for every amount received from CHED in relation to R.A. No. 10931 programs;

(d) Revert to CHED any excess funds received (if applicable);

(e) Maintain a separate bank account in an authorized depository bank for TES and SLF funds received for proper account management;

(f) Release all TES or SLF funds to grantees or beneficiaries within 30 days from receipt thereof as evidenced by a certification of release of funds, certified by the HEI's disbursement officer or cashier or accountant and attested by the school president or head of HEI;

(g) In accordance with applicable guidelines, timely submit liquidation documents;

(h) Participate in all monitoring and evaluation activities, streamlining activities and all transparency initiatives including, but not limited to, disbursement of grants and on-site liquidation, among others, of the UniFAST Secretariat;

(i) Appoint or designate a focal person, deputy focal person, and other critical personnel for the implementation of TES and SLF, as may be applicable;

(j) As precaution in case of death, resignation, termination or any other cause of removal of the focal person or deputy focal person, or any other personnel critical in the implementation of TES and SLF:

   a. establish clear and comprehensive procedures and contingency measures for the transition of the focal person or other critical personnel within the institution;

   b. Mandate outgoing focal persons or other critical personnel to document all ongoing processes, pending tasks, and important information, such documentation to be handed over to the incoming focal person or other critical personnel for a smooth transition to avoid disruptions in responsibilities and tasks;

   c. Provide structured orientation and training for the incoming focal person or other critical personnel, focusing on the specifics of the scholarship program, including the liquidation process;

VII. EFFECTIVITY AND DURATION

This Agreement shall take effect upon the signing by the Parties hereto, and shall be terminated, subject to the applicable procedural guidelines promulgated by the UniFAST Board, upon any of the following grounds:

1. Closure of the HEI, whether voluntary or involuntary;
2. Fraud in connection with the implementation of R.A. No. 10931 programs;
3. Repeated non-liquidation of funds;
4. Repeated non-disbursement of whole or part of the TES grants to student-grantees;
5. Violation of any of the provisions of this Memorandum of Agreement.

IN WITNESS WHEREOF, parties have hereunto affixed their signatures this _____ at the Commission on Higher Education, HEDC Bldg. C.P. Garcia, U.P. Diliman, Quezon City, Philippines.

CHED and UniFAST Board

Holy Child Centro(Colleges, Inc.

SHIRLEY C. AGRUPIS, PhD
Chairperson

MARIVIC S. CARBUNGCO
President

Signed in the presence of:

ATTY. SEPTON A. DE LA CRUZ, CESO III
OIC, Executive Director, UniFAST

VANESSA MARIE L. ARTIAGA
Executive/Vice President

CERTIFIED FUNDS AVAILABLE

GLAIZZA S. ONDOY
Accountant III