



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

SICK LEAVE

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-510A
Series of 2024

RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DE LA SALLE UNIVERSITY-DASMARIÑAS REGARDING THE STRIKE SA KARUNUNGAN SCHOLARSHIP PROGRAM.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, , Hon. Michael E. Solis, and Hon. Levy M. Tela

WHEREAS, the City of Bacoor is mandated to exercise its fundamental power granted to local government units as stated under Section 22 of the Republic Act No. 7160 that a local government unit through its local chief executive, possesses the power to engage in contracts, subject to prior authorization from the concerned Sanggunian.

WHEREAS, a letter dated June 03, 2024 from the Office of the City Mayor Hon. Strike B. Revilla, was received by the Sangguniang Panlungsod with regard to the intention of De La Salle University-Dasmariñas to be in partnership with the City Government of Bacoor to provide educational grants and/or assistance to qualified students in order to pursue a sustainable education among the deserving youth of Bacoor.

WHEREAS, De La Salle University-Dasmariñas is a private roman catholic Lasallian co-educational institution that provides quality education among students and recognizes the need to establish partnership and cooperation in giving scholastic opportunities and educational grants to eligible scholars who are residents of Bacoor under the "STRIKE Sa Karunungan Scholarship Program".

WHEREAS, City Government of Bacoor, in collaboration with De La Salle University-Dasmariñas (DLSU), is committed to youth to promote diverse and inclusive access to education,



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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

intends to secure the future and alleviate the economic burden on the students' families, and ensuring that financial constraints do not hinder the education of deserving students.

NOW THEREFORE, on motion of Hon. Alde Joselito F. Pagulayan and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5th Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement between the City Government of Bacoor and De La Salle University-Dasmariñas regarding the Strike Sa Karunungan Scholarship Program

RESOLVED FURTHER, to furnish the Office of the City Mayor, De La Salle University-Dasmariñas, the University of the Philippines-Office of the National Administrative Registrar (UP-ONAR), and other government agencies concerned with copies of this resolution.

APPROVED this 10th day of June, 2024 by the 5th Sangguniang Panlungsod at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:

HON. ROWENA BAUTISTA-MENDIOLA
Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is entered into and executed this ___ day of _____ at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Molino Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution CR No. _____, Series of 2024, a copy of which is attached hereto and marked as Annex "A", and hereinafter referred to as the "**LGU BACOOR**"

and

The **DE LA SALLE UNIVERSITY-DASMARINAS**, is a non-stock, non-profit educational institution established under the laws of the Republic of the Philippines, with principal office address at DBB-B, 4115 West Avenue, City of Dasmariñas, Cavite, represented by herein by its President, **Br. FRANCISCO V. DELA ROSA VI, FSC**, pursuant to authority granted upon him, and hereinafter referred to as "**UNIVERSITY**"

"PARTY" shall mean either LGU BACOOR or UNIVERSITY, if applicable, while the term "PARTIES" shall mean LGU BACOOR and UNIVERSITY, collectively.

WITNESSETH:

WHEREAS, LGU BACOOR is one of the component cities in the Province of Cavite, authorized to partner with private educational institutions to uplift and empower the lives of its youth sector through the provision of scholarship programs to qualified scholarship grantees;

WHEREAS, UNIVERSITY is a private roman catholic, Lasallian co-educational secondary and higher education institution run by the De La Salle Brothers of the Philippine District of the Christian Brothers in Dasmariñas, Cavite;

WHEREAS, LGU BACOOR and **UNIVERSITY** recognize the need to establish a partnership and cooperation in giving scholastic opportunities and educational grants under the *STRIKE Sa Karunungan Scholarship Program* (the "Scholarship Program") to qualified scholars who are residents of the City of Bacoor;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereto agree as follows:

Section 1. PROGRAM COVERAGE. The Scholarship Program shall be open to Senior High School and College students who are residents of the City of Bacoor and who meet the eligibility criteria established by both Parties, including academic merit and financial status.

Section 2. PURPOSE. The Program aims to encourage and support qualified Senior High School (SHS) and College students who are residents of the City of Bacoor to pursue education by providing financial assistance to augment the students' educational needs. Committed to promoting diverse and inclusive access to education, this initiative of the LGU BACCOOR intends to alleviate the economic burden on the student's families, ensuring that financial constraints do not hinder their education. Consequently, it aims to reduce dropout rates, encourage academic excellence, and contribute to developing skilled and educated individuals essential for overall societal development.

This Agreement prescribes the following policies and procedures governing the implementation of the Scholarship Program for Academic Year 2024-2025:

1. Management and organization of the educational benefits program;
2. Selection and administration of grantees; and
3. Statement of requirements and responsibilities of those availing the educational benefits.

Section 3. DEFINITION OF TERMS. For this Agreement, the following terms shall mean and be understood as follows:

1. **Grantee** - Qualified scholar who is the recipient of the Scholarship Grant.
2. **Educational Benefits Grant** - Educational undertaking provided by the PARTIES to support the education of the Grantee.
3. **Tuition and Miscellaneous Fees** - Fees collected by the UNIVERSITY to be used in paying for the Grantee's processing, registration, enrollment, and other related fees.

Section 4. POLICIES. For the purposes of implementing the Scholarship Program, the following policies are hereby enumerated:

I. GENERAL POLICIES.

- A. **PROGRAM BENEFICIARIES.** During the effectivity of this Agreement, the Scholarship grant shall be given to:
 1. Qualified Senior High Schools;
 2. Qualified incoming freshmen College students who may be enrolled in any undergraduate priority courses offered by UNIVERSITY for 1st Semester and 2nd Semester excluding Special Term;
 3. Grantee/s currently enrolled under the pre-existing scholarship program jointly administered by the LGU Bacoor and the UNIVERSITY, subject to the terms of this Agreement.
- B. **PROGRAM BENEFITS.** The LGU Bacoor will provide educational grant and/or assistance to eligible students, administered through the UNIVERSITY. The amount of grant to be given for each student-beneficiary will be determined by the allocated budget of the LGU Bacoor and the approximate number of qualified students in the City of Bacoor. Additionally, the allocation of scholarship slots for each participating school will be proportionate to its student population, ensuring equitable project implementation.

C. QUALIFICATIONS AND REQUIREMENTS. To be eligible for the Scholarship Program, applicants must meet the following qualifications and submit the required documentation:

1. Only qualified students who are residents of the City of Bacoor, Province of Cavite, shall be entitled to the scholarship grant under this Scholarship Program subject to the admission examinations and other admission procedures to be conducted by UNIVERSITY.
2. Must pass the screening of the Scholarship Coordinator of LGUBACOOR;
3. Must have no failing grades;
4. Applicants must possess the educational qualifications and aptitude necessary to sustain the course/program.
5. Applicants must submit the following document requirements to LGU BACOOR on or before the scheduled date of submission:
 - i. Duly accomplished City of Bacoor Scholarship Application Form attached with two (2) copies of the latest 2x2 pictures of the applicant;
 - ii. One (1) copy or photocopy of voters' identification of parent;
 - iii. One (1) copy or authenticated machine copy of the Certificate of Good Moral Character of the applicant from the last educational institution attended;
 - iv. Barangay Certificate of Residency signed by the Barangay Captain (original);
 - v. One (1) copy or authenticated machine copy of grades from previous school year/semester;
 - vi. One (1) Philippine Statistics Authority (PSA) authenticated copy of Birth Certificate.

D. SELECTION PROCEDURE.

1. LGU BACOOR shall immediately disseminate the availability of the scholarship program slot allocation.
2. LGU BACOOR shall prepare a shortlist to recommend the best-qualified candidates and submit it to the UNIVERSITY.
3. Thereafter, the UNIVERSITY shall submit the names of the candidates who have successfully passed the admission examinations to LGU BACOOR.
4. Both PARTIES shall come up with the list of approved grantees at the start of every semester.

II. EDUCATION BENEFITS GRANT ADMINISTRATION

A. GENERAL STANDARDS.

1. Applicants for this Scholarship Program shall be accepted before the start of every semester.
2. Applicants for this Scholarship Program must satisfy all the requirements set by LGU Bacoor for assessment and evaluation.

3. **LGU BACoor** shall thereafter recommend to the **UNIVERSITY** all approved applicants for the Scholarship Program to undertake admission procedures.
4. Thereafter, the applicants must satisfy the admission requirements set by the **UNIVERSITY** for the academic year applied for. Submission must be made within the application period set by the **UNIVERSITY**.
5. The **UNIVERSITY** shall submit to LGU BACoor the list of the successful applicants who have passed the admission requirements and, thereafter, are admitted to the Scholarship Program.
6. A Grantee is entitled to an educational benefit grant leading to one baccalaureate degree from the **UNIVERSITY**.
7. Grantee shall not be allowed to shift to another course during the duration of the scholarship grant unless approved by both **LGU BACoor** and **UNIVERSITY**. In case the grantee shifts to another course, the basis for the term of the grant will be the number of years specified in the curriculum of the originally chosen course.
8. The Educational Scholarship obligation shall commence immediately on the year the grantee enrolls in his/her course.
9. The grantee admitted to the program shall abide by the rules and regulations set by the LGU Bacoor and **UNIVERSITY** and the course requirements.
10. The Grantee shall be governed by the policies and educational standards of the **UNIVERSITY**. Breach of the same shall mean forfeiture of the Scholarship Program.
11. A grantee shall not be allowed to go on Leave Of Absence (LOA) from a course/program without prior approval from **LGU BACoor**. If approved, **LGU BACoor** will communicate the approved LOA to **UNIVERSITY** for consideration. Scholarship for approved LOA will be suspended and will resume upon the Grantee's return, subject to reconsideration of LGU BACoor if the Grantee is considered a scholar upon return.
12. Upon completion of the course, all Grantees under this Scholarship Program are required to submit to **LGU BACoor** a certified true copy of all Grantees' diplomas/certificates of completion of records.
13. The procedures in this Agreement shall not be amended without prior written agreement of both **PARTIES**.

B. BILLING PROCEDURE. Below is the schedule for the submission of the Billing Statement by **UNIVERSITY** to LGU BACoor and the release of payments by LGU BACoor to **UNIVERSITY**:

Invoices from	Will be billed on the	Payments shall be made on or before the:
Each enrollment period per semester detailing the tuition for each grantee	Seven (7) days after each enrollment period per semester	Fifteen 15 days upon receipt by LGU BACoor of the correct Billing Statement

LGU BACoor shall review the Billing Statement within fifteen (15) days from receipt from the UNIVERSITY. Should the UNIVERSITY receive no notice of dispute as to the content of the said Billing Statement within the stated period, it shall be deemed conclusive as to the amount payable without further need of demand from the UNIVERSITY.

Payment for the scholarship grant shall be made by LGU Bacoer via check payable to the UNIVERSITY.

In case an error has been found on the submitted Billing Statement, LGU BACoor shall process and settle the remaining accounts/invoices without errors, while those accounts/invoices found with error shall be reconciled by both Parties and resubmitted for payment processing.

C. RECORD KEEPING. Both the UNIVERSITY and LGU BACoor shall maintain accurate records of all billing statements, payments, and related correspondence for audit and reporting purposes.

D. REPORTING REQUIREMENTS. The UNIVERSITY shall provide the LGU BACoor with periodic reports, preferably every semester, detailing the utilization of scholarship funds, including the number of recipients, disbursements made, and remaining balances, if any.

E. CONTINUANCE OF EDUCATIONAL BENEFIT GRANT. To avail of the continuity of education benefit grant, the following criteria shall be met:

1. Grantee shall maintain a GPA of 2.50 (82-85) without any failing grades both in academic and non-academic subjects during the effectivity of the Grant.
2. All Grantees are required to submit Certification of Grades to LGU BACoor at the end of every semester.
3. LGU BACoor shall then issue a continuance letter to be submitted by the Grantee to UNIVERSITY for the continuance of the scholarship grant.
4. For the continuance of the scholarship grant, no violation of the provisions stipulated in this Agreement shall be committed by the grantees.

F. GROUNDS FOR TERMINATION/FORFEITURE OF EDUCATION BENEFIT GRANT

1. If the Grantee is discovered to have violated any of the provisions as stipulated in the Agreement, including but not limited to failure to meet all requirements – academic, behavioral, and economic – set by the UNIVERSITY and LGU Bacoer;
2. Voluntary withdrawal from the course/program by the Grantee;
3. Conviction by final judgment of an offense involving moral turpitude. For the purpose of this Agreement, an offense involving moral turpitude shall mean any act which is done contrary to justice, honesty, modesty

or good morals, including but not limited to shameful or any act of wickedness and depravity.

4. Grave violation of existing rules and regulations and/or policies of the **UNIVERSITY** or if the Grantee is expelled from the **UNIVERSITY**.

G. CONTINUITY. All existing responsibilities between the parties, as detailed in any preceding agreements, shall remain and continue to be valid in this present agreement. The LGU BACCOOR affirms its commitment to providing financial assistance to Grantees/scholars for the remaining period of their scholarship, subject to their continued compliance with the obligations specified herein. This agreement supersedes previous agreements executed by the parties.

Section 5. EFFECTIVITY AND TERMINATION. This Agreement governing the **S.T.R.I.K.E. sa Karunungan Scholarship Project** shall immediately take effect upon signing by both parties and shall continue to be effective until **30 June 2025** unless sooner terminated, revoked, or canceled by either of the PARTY. The period shall cover all student beneficiaries which shall be recommended by both LGU Bacooc and the **UNIVERSITY** until the next following semester.

The Parties shall have the right to pre-terminate this Agreement by serving a written notice to the other party at least thirty (30) days prior to the intended date of termination and based on the following grounds:

1. Upon mutual agreement of the Parties
2. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement. Provided that the terminating party shall formally inform the other of the grievance before any decision to terminate is made and finalized.

Section 6. MISCELLANEOUS PROVISIONS.

1. **SEPARABILITY.** If the event that any provision of this Agreement is declared void or unenforceable by competent authority, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties, or any remaining provision of this Agreement shall remain in full force and effect.
2. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended, modified, or supplemented in any manner except by an instrument in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussion.
3. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
4. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
5. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.

6. **RELATIONSHIP OF PARTIES.** The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
7. **FORTUITOUS EVENT.** There shall be no liability under the present Agreement for any party hereto in case of events beyond the control of such party and in case of fortuitous events, that is to say, any unforeseen event caused by superior force which it was impossible to resist. Without limiting the foregoing, fortuitous events shall include an act of public enemies, war, invasion, insurrection, riot, civil disturbance, and other similar events.
8. **APPLICABLE LAW AND VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Cavite, to the exclusion of all other venues.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date at the place above written.

**CITY GOVERNMENT
OF BACOOR**

**DE LA SALLE UNIVERSITY-
DASMARIÑAS**

By:

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____

BR. FRANCISCO V. DELA ROSA VI
President

Signed in the Presence of:

MS. EMILIANA DR. UGALDE, RSW
CSWD Officer
City Government of Bacoor

SONIA GEMENTIZA, PhD
*Vice President for Linkages and External
Affairs*

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S.S.

BEFORE ME, a notary public for and in the City of Bacoor, Province of Cavite, this ___ day of _____, personally appeared the following persons with their respective competent evidence of identification:

<i>Name</i>	<i>Identification</i>	<i>Place of Issue</i>	<i>Date of Issue</i>
STRIKE B. REVILLA			
Br. FRANCISCO V. DE LA ROSA, VI FSC	Philippines Issued Non-Professional Driver's License	LTO N34	3/25/2019

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is their free will and voluntary act and deed as well as the entities they respectively represent.

This instrument refers to a Memorandum of Agreement, consisting of _____ () pages including this page whereon acknowledgement is written, has been signed by the parties and their respective witnesses on each and every page thereof.

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

Notary Public

Doc. No.____
Page No.____
Book No.____
Series of 2024.