



*Bicol University Human Resource Development Program (BU-HRDP)*

\_\_\_\_\_  
(Date)

MEMORANDUM TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THROUGH:** The Dean/Director/Head of Office  
The Department Chairperson

Sir/Madam:

Upon compliance with the basic requirements of this Office pertaining to the Human Resource Development Program of the Bicol University, including the Certification of Good Moral Character and Justification of the needs of the College/Unit issued by the Dean/Director/Head of Unit, Medical Certificate issued by the University Physician certifying that you are in Good Health Condition, and upon the recommendation of the Committee on Human Resource Development Program, I am happy to inform you that your application for BU-HRDP is hereby approved. This approval of Study Leave of absence with pay shall commence from \_\_\_\_\_ to \_\_\_\_\_ to finish the course being applied before the BU-HRDP scholarship grant leading for the Degree of \_\_\_\_\_ at \_\_\_\_\_.

This advice will entitle you to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Congratulations and good luck!

**DR. BABY BOY BENJAMIN D. NEBRES III**  
SUC President IV

Cc:  
The Resident Auditor  
The Human Resource Management Officer  
Cluster/College/Unit Administrative Officer  
Dean’s Office  
File



*Bicol University Human Resource Development Program (BU-HRDP)*

**MEMORANDUM OF AGREEMENT  
FOR BICOL UNIVERSITY HUMAN RESOURCE DEVELOPMENT PROGRAM**

This Memorandum of Agreement, entered into by and between:

**BICOL UNIVERSITY** Legazpi City represented by the President Dr. Baby Boy Benjamin D. Nebres III, hereafter referred to as the **FIRST PARTY**; and

\_\_\_\_\_ a permanent/regular employee of BU,  
of legal age, married/single with postal address  
at \_\_\_\_\_ and  
(College/Office) \_\_\_\_\_  
hereafter referred to as the **SECOND PARTY**.

**- WITNESSETH-**

1. That the **FIRST PARTY** is extending a scholarship grant in favor of the **SECOND PARTY** under the Bicol University Human Resource Development Program (BU-HRDP);
2. That this scholarship grant is pursuant to the BU-HRDP Guidelines and other pertinent laws or rules of the **FIRST PARTY** in relation to its social and educational functions;
3. That the **SECOND PARTY** as grantee thereof shall be entitled to receive salaries and other benefits during the duration of the scholarship from the **FIRST PARTY**.
4. That the **SECOND PARTY** shall religiously follow the approved academic program \_\_\_\_\_ leading \_\_\_\_\_ to \_\_\_\_\_ (Degree)  
at \_\_\_\_\_  
from \_\_\_\_\_  
to \_\_\_\_\_
5. That the **SECOND PARTY** shall maintain throughout the duration of the scholarship the highest degree of academic performance consistent with the status as the **FIRST PARTY'S** scholar and at all times conduct himself/herself with dignity and respect.
6. That upon the termination of the scholarship granted to the **SECOND PARTY** by the **FIRST PARTY**, the former shall return to his/her original assignment or station and shall render services with pay following the terms and conditions, to wit:

a.) FULL BENEFITS

\_\_\_\_\_ A Study Leave under the BU-HRDP Scholarship grant with full benefits in addition to the salaries, ACA/PERA and other mandatory benefits provided by law as follows: (a) Tuition and other school fees/ review fees as approved, (b) book allowance, (c) monthly stipend, (d) examination fee, (e) adviser's fee, and (f) thesis/dissertation allowance, the **FIRST PARTY** shall require the **SECOND PARTY** to serve for two (2) years for every year of scholarship or a fraction thereof.

b.) PARTIAL BENEFITS

\_\_\_\_\_ A Study Leave with Scholarship funded by other agencies of the government or private institutions with full salary and other regular benefits shall require the **SECOND PARTY** to serve for one (1) year for every year of scholarship or a fraction thereof.

c.) OFFICIAL TIME – salaries and other mandatory benefits and shall be on leave for the period of study but shall not receive the scholarship benefits.

7. That the **SECOND PARTY** shall submit to the BU-HRDP Committee through the HRMO a duly authenticated Certification of Grades (COG) or OTR at the end of every semester.
8. That the **SECOND PARTY** shall submit to the BU-HRDP Committee through the HRMO a comprehensive report of his/her activities as a scholar.
9. That it is understood that all other expenses expressly provided for in the foregoing agreement shall be borne by the **SECOND PARTY**.
10. Inasmuch as the scholarship herein granted to the **SECOND PARTY** is in the light of his/her advancement in accordance with the policy of the State, the Civil Service Commission, and the Bicol University Code (Sec. 3 of the BU-HRDP Guidelines) of upgrading his/her competence, the **SECOND PARTY** shall therefore pursue his/her study to finish the approved academic program, hence shall not give up the grant except for justifiable reason(s).
11. That the **SECOND PARTY** shall finish the approved course/academic program within the time allotted thereto. Should he/she request extension of the time to complete the course under this grant, it shall be granted for the second time in his/her favor, but the **SECOND PARTY** shall file a request for extension before the BU-HRDP Committee through the Local Advisory Council of the **FIRST PARTY**. In the event that after the said request for extension of the grant the **SECOND PARTY** failed to finish the course, and hereby the third time request is filed, etc. should also be considered by the Committee, provided however, that such extension should be at the **SECOND PARTY'S** own expense plus a voluntary reinstatement in his/her part to his/her original assignment or station of the **FIRST PARTY**.

12. Should the **SECOND PARTY** fail to finish the course due to his/her own mistake or should the **SECOND PARTY** commit willful violation of the BU-HRDP Guidelines, the sanctions and penalties provided in Section 14 and 16 of the BU-HRDP Guidelines shall be imposed upon him/her. For this purposes, Section 14 and 16 of the BU-HRDP Guidelines is provided below, viz:

14.1. Any willful violation and/or breach of any of the terms and conditions stipulated in the BU-HRDP Guidelines and the Contract thereof, shall be considered a culpable violation thereof and shall render the grantee liable to the University for Breach of Contract. The grantee therefore shall be held liable for the immediate refund of the entire amount plus the legal rate of interest prevailing at the time of the cost granted within the year from the promulgation of the decision on the violation. The University reserves the right to institute appropriate legal and administrative action as may be warranted under the circumstances after having undergone due process.

14.2. In the event the grantee fails to: (1) complete the degree or continue his/her studies; or (2) fulfill/render the service obligation stipulated in the contract through his/her own fault or willful neglect, resignation, voluntary separation or transfer, the grantee shall refund all salaries and other benefits received relative to scholarship plus the legal rate of interest prevailing at the time of the full cost granted the faculty/employee.

14.2.1. The rate of payment shall be in full or on installment basis through salary deduction as agreed upon by Bicol University and the grantee.

14.2.2. For those who, in one way or another, have not finished the study for the period granted, shall still be given two more years to finish at his or her own expense.

14.2.3. Refund stipulated in the preceding paragraph shall be condoned in case of permanent disability and death.

#### 16.1 PENALTIES FOR VIOLATIONS OF THE TERMS AND CONDITIONS OF SCHOLARSHIP CONTRACT:

If the scholar fails to complete the degree stipulated in the contract through the scholars' own fault or willful neglect or loss of confidence, resignation or voluntary separation the scholar shall refund to the Bicol University the following:

- a) actual amount defrayed to the study grant; and
- b) salaries and all other allowances and benefits while on scholarship.

16.2 PENALTIES FOR FAILURE TO COMPLETE THE SERVICE OBLIGATION

16.2.1 If the scholar fails to complete the service obligation and has rendered less than fifty percent (50%) of service obligation, the scholar shall pay the full refund of school fees, as well as the compensation received from Bicol University.

16.2.2 If the scholar fails to complete the service obligation but has rendered at least fifty percent (50%) of such, the proportionate refund of the monetary value of the scholar’s service obligation to Bicol University shall be computed based on the following formula:

$$R = \frac{(SOR-SOS)}{SOR} \times TCR$$

Where:

- SOS – Service Obligation Served
  - SOR – Service Obligation Required
  - R- Refund
  - TCR- Total Compensation received, allowances and other benefits received while on scholarship
- } Rounded Off to the nearest month

16.3 An agreement of the refund duly executed in an affidavit shall be made between the Scholar and the Bicol University

16.4 Payment on installment basis through salary deduction should not exceed three (3) years.

IN WITNESS WHEREOF, the undersigned parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Legazpi City Philippines.

GRANTEE

BICOL UNIVERSITY

BY:

\_\_\_\_\_  
Scholarship Grantee  
(Second Party)

DR. BABY BOY BENJAMIN D. NEBRES III  
President  
(First Party)

-WITNESSES-

\_\_\_\_\_  
Chief, Administrative Office

\_\_\_\_\_  
Chief, Financial Management Office

\_\_\_\_\_  
Human Resource Management Officer

\_\_\_\_\_  
University & Board Secretary

\_\_\_\_\_  
BUUFA President

\_\_\_\_\_  
BU-ANTS President

\_\_\_\_\_  
Chief, Planning and Management Office

\_\_\_\_\_  
Vice Chairman, BU-HRDP Committee

\_\_\_\_\_  
Chairman, BUHRDP Committee

\_\_\_\_\_  
Republic of the Philippines)  
City of Legazpi ) S.S.  
Philippines )

Acknowledgement

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_,  
Philippines by \_\_\_\_\_ with Community  
Tax Certificate No. \_\_\_\_\_ issued at  
\_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Administering Officer