ROTA MUNICIPAL SCHOLARSHIP FOUNDATION

Office of the Mayor, Municipality of Rota

Educational Financial Assistance

P. O. Box 902 Rota, MP 96951 *Rota Mayor's Office (670)532-9451

Email: rotamunicipalscholarshipfndn@gmail.com

Aubry M. Hocog
Mayor of Rota

Valerie Kate Q. Apatang
Chairwoman

MEMORANDUM OF AGREEMENT

THIS PROMISSORY NOTE/MEMORANDUM OF AGREEMENT made and entered into this_____ day of ___________, 20____, by and between the Board of RMSF for the Municipality of Rota within the Office of the Mayor of Rota and ___________________, and/or with his/her parent, _____________________, if below 18 years, hereinafter referred to as the "Debtor" at address: _______________________ (permanent & current postal address) residing in _______________ (village) of Rota.

WITNESSETH

WHEREAS, Rota Local Law 13-4 established the Rota Municipal Scholarship Foundation within the Office of the Mayor of Rota to be governed by the Rota Municipal Scholarship Foundation (RMSF);

WHEREAS, the RMSF Board, in administering the RMSF fund, will enter into a legally binding and enforceable promissory note/memorandum of agreement with a qualified and eligible resident of Rota together with a parent, if recipient of RMSF financial assistance is below 18 years, prior to the disbursement of any RMSF fund. In entering into a mutually binding promissory note/ memorandum of understanding, the RMSF Board becomes the "Lender" of record for RMSF fund and the recipient of RMSF financial assistance together with the parent, if recipient is below 18 years, become individually and collectively the "Debtor" of any and all type and amount of RMSF financial assistance received and acknowledged herein pursuant to RLL 13-4 including:

1. Grant-in-Aid,
2. Scholarship, and
3. Loan.

WHEREAS, the Rota Municipal Scholarship Foundation (RMSF) is established as a supplementary financial assistance to eligible residents of the Municipality of Rota, inclusive of the Northern Islands who desire to pursue post-secondary education at a U.S. accredited institution of higher learning on Rota or abroad, or RMSF approved skilled, trade or vocational institution, with the intention of returning to Rota pursuant to RMSF rules and regulations for purposes of employment, and to provide services to the private or public sector or both, in recognition of the need for educated citizenry and workforce on Rota and other contributions to the local and national interest.

NOW, THEREFORE, in consideration of RMSF financial assistance including grant-in-aid, scholarship and loan which recipient/debtor received and acknowledged by signing this promissory note/memorandum of understanding between the Debtor and the Lender, the Debtor agrees, covenants and represents as follows:

1. The Debtor is admitted to or enrolled in __________________ (name of institution, a U.S. accredited post-secondary institution of higher learning, or RMSF Board approved trade/vocational institution) in pursuit of a degree or certificate in _____________________ (Specify type of certificate or degree e.g., A.A., B.A., M.A., PH.D., J.D., MD. etc. and field of study).

2. The Debtor shall utilize all financial assistance for educational expenses directly related or incidental to attendance and continued attendance at an institution of record and shall enroll in at least a minimum of 12 credits for undergraduate; full-time status as defined by the institution for graduate; and full-time status as defined by the institution for advanced standing and maintain the minimum or higher-grade point average (GPA) in accordance with the RMSF Rules and Regulations.

3. The Debtor shall complete the required credits for each term that financial assistance was received (mark one):

I. EAP Undergraduate Full-Time:	Twelve (12) Credits and above
II. EAP Undergraduate Part-Time, On-line:	
Part-Time (Tier I):	One (1) to Four (4) Credit(s)
Part-Time (Tier II):	Five (5) to Eleven (11) Credits
III. Graduate & Professional Full-Time:	Nine (9) credits or as defined by the institution.
Graduate Part-Time (Tier I):	One (1) to Three (3) Credit(s)
Graduate Part-Time (Tier II):	Four (4) to Eight (8) Credits

4. The Debtor shall maintain at the end of each term the required cumulative grade point average and term grade point average as it applies below by marking the appropriate category:

IV. Trade/Vocational Recipients:	Pass (P) on a letter grade system or 2.0 cumulative GPA on a grade point system or 70% on a numerical grade point system.

	Must be enrolled full time per term as defined by the institution
V. Loan Application Requirement	2.5 Cumulative GPA
VI. Academies & Professional Certifications	Pass (P) on a letter grade system or defined by the RMSF Board.

Term refers to fall term and spring term per academic year for applicant or recipient on semester system; fall term and spring term for applicant or recipient on quarter system. GPA scholarship for semester term is awarded on the fall or spring semester.

5. The Debtor shall submit a copy of his/her official grade report/transcript promptly after the conclusion of each academic term directly from the institution of record to the RMSF Office. The grade report submittal will determine the eligibility for continued assistance on every subsequent term. Within ninety days upon matriculation from the institution of record, the Debtor shall submit a copy of his/her college degree and proof of employment on Rota or the Northern Islands. The Debtor also fully understands and agrees to his/her legal obligations pursuant to the explicit and implicit terms and conditions set forth in this promissory note/memorandum of agreement.

6. The Debtor understands, acknowledges, and accepts the maximum duration of eligibility for financial assistance from the RMSF fund:

A. UNDERGRADUATE DEGREES

I. Two (2) academic years for full-time undergraduate program leading toward an associate's degree. A maximum of three (3) years is allowed for completion of specialized majors, as required by the Institution.
II. Four (4) academic years for part-time undergraduate programs leading toward an associate's degree.
III. Four (4) academic years for full-time undergraduate programs leading toward a bachelor's degree. A maximum of five (5) years is allowed for completion of specialized majors, as required by the Institution.
IV. Eight (8) academic years for part-time undergraduate programs leading toward a bachelor's degree. A maximum of ten (10) years is allowed for completion of specialized majors, as required by the Institution.

P. O. Box 902 Rota, MP 96951 *Rota Mayor's Office (670)532-9451
Email: rotamunicipalscholarshipfndn@gmail.com

Aubry M. Hocog
Mayor of Rota

Valerie Kate Q. Apatang
Chairwoman

B. GRADUATE DEGREES

I. Two (2) academic years for graduate level students, leading to a master's degree.
II. Four (4) academic years for Doctorate Degree or other professional beyond master's degree.
III. Six (6) academic years for advanced degree directly providing health care (not Administrative), e.g, MD, DDS, DO, which generally require additional years of study as specified in the catalog in force at the time the student is enrolled.

7. The Debtor hereby declares that he/she is not pursuing an academic program that leads to a religious studies degree, and shall not take religion courses not specifically prescribed in the Individualized Degree Plan (IDP).

8. The Debtor shall agree to return to Rota within nine (9) months after the completion of his/her degree plan or six (6) months within termination of or non-enrollment from the institution of record, and provide services by working on Rota for any employer-whether in the private or public sector or both. The Debtor further agrees to perform services in the private or public sector or both on Rota for a period equal to the period for which the Debtor received financial assistance under RLL 13-4 from the Lender. The Debtor agrees to pay back twenty-five percent of the total amount of loan received under RLL 13-4 and a minimum of three years of service to either in the private or public sector or both on Rota. If the recipient of RMSF financial assistance does not return back to Rota after completion of his/her studies, or non-enrollment from school or termination from the institution of record, he/she must repay the entire debt back on all RMSF funds received under RLL 13-4 with interest in accordance with this promissory note/memorandum of agreement.

9. The Debtor understands and hereby agrees that failure to comply with any part of sections 1-8 of this promissory note/memorandum of agreement and the RMSF rules and regulations will constitute a material breach of the promissory note/memorandum of agreement and a default, and will require the Debtor to pay the entire award received. If such a default occurs, the Debtor must repay the entire debt to the Lender with equal monthly payments within 6 years of the default. The Debtor may repay according to any of the following repayment options as shown below.

P. O. Box 902 Rota, MP 96951 *Rota Mayor's Office (670)532-9451
Email: rotamunicipalscholarshipfndn@gmail.com

Aubry M. Hocog
Mayor of Rota

Valerie Kate Q. Apatang
Chairwoman

Total Debt for repayment	Per Month 12 months	Per Month 24 months	Per Month 36 months	Per Month 48 months	Per Month 60 months	Per Month 72 months
$1,000 - $4,999	$84 - $417	$42 - $209	$28 - $139	$21 - $104	$17 - $84	$14 - $70
$5,000 - $9,999	$417 - $834	$209 - $417	$139 - $278	$104 - $209	$84 - $167	$70 - $139
$10,000 - $14,999	$834 - $1,250	$417 - $625	$278 - $417	$209 - $313	$167 - $250	$139 - $209
$15,000 - $19,999	$1,250 - $1,667	$625 - $834	$417 - $556	$313 - $417	$250 - $334	$209 - $278
$20,000 - $24,999	$1,667 - $2,084	$834 - $1,042	$556 - $694	$417 - $521	$334 - $417	$278 - $348
$25,000 - $29,999	$2,084 - $2,500	$1,042 - $1,250	$694 - $834	$521 - $625	$417 - $500	$348 - $417
$30,000 - $34,999	$2,500 - $2,917	$1,250 - $1,459	$834 - $973	$625 - $730	$500 - $584	$417 - $487
$35,000 - $40,999	$2,917 - $3,334	$1,459 - $1,667	$973 - $1,111	$730 - $834	$584 - $667	$487 - $556

The Debtor must inform the Lender of which repayment schedule he or she has accepted within thirty days of the default. If the Debtor does not select a repayment schedule within thirty days, the Debtor will be deemed to have selected the "Per Month 72 Months" repayment schedule listed above. The debtor's first month payment shall be due on the first of the month follow the default, but at least thirty days after the default. All subsequent payments will be due on the first of each following month until the Debtor repays the entire debt to the Lender. Note: The Debtor may pay the balance in full at any time within the schedule plan.

10. If the Debtor fails to pay any monthly payment, or any part of any monthly payment ("payment default"), then the whole principal sum shall become immediately due and payable at the option of the Lender, without notice, and interest shall accrue at the rate of five percent per annum on the total amount outstanding. Interest shall accrue until Debtor fully cures the payment default by paying all past due monthly payments and all accrued interest. Payments received shall be applied first to the accrued interest and then the balance thereof to the principal.

11. Military Deferral. The time for the Debtor to comply with the requirements of section 8, above, shall be extended upon request if the Debtor enlists in the armed forces of the United

States of America. Specifically, the Debtor's obligation to comply with the requirements of section 8 shall be deferred, upon request, until the Debtor's service in the armed forces ends. The Debtor may take advantage of this deferral for a maximum of four (4) years after the termination or completion of his/her degree plan or non-enrollment from an institution of higher education of record. Once the Debtor's service in the armed forces ends or three years passes from the termination or completion of his/her degree plan or non-enrollment from institution of higher education of record, whichever event occurs first, the Debtor shall have to comply with the requirements of section 8. All deferrals granted under this section are not valid unless approved in writing by RMSF. The Debtor must renew his or her deferral annually.

12. In the event of commencement of suit to enforce payment of this promissory note/memorandum of agreement, the undesigned agree(s) to pay the Lender for attorney's fees as the Court in the Commonwealth of the Northern Mariana Islands may deem reasonable.

13. The recipient of RMSF financial assistance together with the parent, if applicant is below 18 years, fully understands and agrees that compliance with the provisions in this promissory note/memorandum of agreement and all provisions of the RMSF rules and regulations shall constitute a condition for any and all financial assistance herein by RMSF as hereby acknowledged and attested to by both the recipient and parent, if recipient is below 18 years. Moreover, this agreement shall authorize RMSF to request and obtain any and all necessary information from other agencies related to the application for financial assistance, and shall further authorize the RMSF Office to provide essential information and data such as resume, diploma, or degree name and contact mailing, or e-mail addresses to potential employer(s) on Rota including posting such information and data.

14. The parties agree that the courts of the Commonwealth of the Northern Mariana Islands (Superior Court and Supreme Court) shall have exclusive jurisdiction over any action involving this promissory note/memorandum of agreement.

P. O. Box 902 Rota, MP 96951 *Rota Mayor's Office (670)532-9451
Email: rotamunicipalscholarshipfndn@gmail.com

Aubry M. Hocog
Mayor of Rota

Valerie Kate Q. Apatang
Chairwoman

This agreement shall be interpreted using the laws of the Commonwealth of the Northern Marianas Islands.

IN WITNESS WHEREOF, the recipient (Debtor) and/or parent, if recipient is below 18 years, have hereunto set his/her or their hand(s) on the date first above written.

_____________________________ _______________

Print Recipient Name/Signature Date

_____________________________ _______________

Print Parent Name/Signature Date
(if Recipient is below 18 years)

NOTARY PUBLIC:

On this ____ day of ___________ 20 ___, before me appeared ________________ and (recipient parent, if recipient is below 18 years). Who executed the agreement contained herein, and duly acknowledged to me that he/she and parent, if recipient is below 18 years, executed the same freely and voluntarily for the uses and purposes therein mentioned.

____

Notary Public (Print & Sign)

My Commission expires: _______________