

RETURN SERVICE AGREEMENT

This Return Service Agreement (RSA) made and executed this _____ day of _____ in _____, Philippines by and between:

_____, Filipino, of legal age, single/married to _____, with
(Name of Student)
residence and postal address at _____ hereinafter referred to as **Student**; and
assisted by _____ Filipino, of legal age, single/married to
(Name of Parent/Legal Guardian/Legal Spouse)
_____ with residence and postal address at _____, hereinafter referred to as **Parent/ Legal Guardian/Legal Spouse**;

- and -

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Philippines, a public and secular institution of higher learning, created by virtue of Act No. 1870, as amended and reorganized and operating by virtue of Republic Act No. 9500, through its constituent university, University of the Philippines Manila, with office address at 8/F Right Central Block, Philippine General Hospital, Manila, represented herein by its Chancellor, **DR. MANUEL B. AGULTO**, hereinafter referred to as the **UPM**;

WITNESSETH, That

WHEREAS, the Return Service Agreement Policy (**RSA**) of the UPM hereinafter referred to as the **Policy** strives to ensure excellence and leadership in community-oriented health science education, research and service, using the primary health care approach, intended especially for the underserved;

WHEREAS, the **Student** is covered under the **Policy** and is aware of the requirement of the same;

WHEREAS, the **RSA** becomes effective only upon acceptance of the **Student** to the said College;

WHEREAS, in consideration of his/her admission to the UPM College of _____ and his/her being covered under the abovementioned **Policy** and considering his/her availment of state subsidy for his/her tuition and other fees, the **Student** is thus required by UPM College of _____ to render health care services in the Philippines, within 5 years after his/her graduation;

NOW, THEREFORE, the foregoing premises considered, the Parties hereto hereby agree as follows:

Article 1: Obligations of the Student

The **Student**, having been accepted to the UPM College of _____ and covered by/under the RSA Policy, shall:

- 1. Faithfully adhere to the Vision-Mission of UPM and of the UPM College of _____ specifically the ideals and requirements of the Program;
- 2. Abide by the prescribed course of instruction unless sooner separated or dismissed by competent authority for failure to cope with the academic and/or disciplinary standards, rules and regulations;
- 3. Render health care services in the Philippines for a minimum of two (2) years within five (5) years from graduation unless unable to do so due to physical and/or mental incapacities as determined by UPM College of _____ authority. For those who do not graduate

on time, the years of return service shall be half of the number of years spent in the University.

4. Submit on or before December 31 of every year for five (5) years, beginning the year he/she graduated from UPM College of _____, a report of his/her health care activities and services for that year, specifying the following minimum required information: (1) exact location and address where he/she is currently working and email address, phone/cellphone number; (2) nature of his/her work, (3) the community served, (4) career plans/goals for the succeeding year, (5) insights on experience and impact of RSA to public service and (6) feedback/problems encountered

Article 2: Penalty for Breach of Obligation

1. The **Student** acknowledges and agrees that before the completion of his/her obligations under Article 1 of this Agreement and such other obligations as may from time to time be imposed by concerned University officials in the implementation of said Agreement, his/her transcript of records shall bear the statement *“Subject to compliance with the Return Service Agreement. Valid for employment within the Philippines only.”*

2. In addition, the **Student** shall be held liable for breach of contract jointly and severally with his/her parents/ legal guardians or legal spouse and reimburse to UPM College of _____ double the cost of his/her education plus interest at prevailing legal rates from the time of entry to the aforesaid Return Service Agreement, in the event that he/she fails to fulfill the above mentioned obligations in paragraphs 3 and 4 of Article 1, for no justifiable reason as determined solely by UPM College of _____ authority with the final decision from the Chancellor. The cost of education shall be computed based on total subsidy of UP/Government and donations made to specific colleges/units that enhance education/training of students in the University.

Article 3: Pre-termination and Penalties

Pre-termination from this agreement may be allowed under the following conditions subject to prescribed liabilities:

1. Pre-termination due to physical and mental incapacity of a permanent nature which exceeds the Maximum Residency Rule (MRR) period and/or leads to release from the University, shall release the student from any legal and financial liability.
2. Pre-termination due to physical or mental incapacity of a permanent nature entails no penalty.
3. Pre-termination due to physical and mental incapacity of a temporary nature which does not exceed the MRR period and/or does not lead to release from the University upon decision/request of the UPM student, shall entail a payback amount equivalent to the number of years of study.
4. Physical or mental incapacity of a temporary nature that resolves prior to the lapse of the MRR period shall be granted an extension of the period to complete health profession education and/or satisfy RSA requirements.
5. Pre-termination due to non-completion of UPM education due to academic deficiencies shall entail a payback equivalent to the number of years of study.
6. Pre-termination due to dismissal for disciplinary action shall entail a payback equivalent to the number of years required to complete the degree program or the number of years completed, whichever is higher.
7. Pre-termination due to a decision of the student for any reason other than the ones above shall entail a payback equivalent to the number of years required to complete the degree program or the number of years completed, whichever is higher.
8. Failure of the UPM graduate to inform the OAR and or the UPM College of _____ of his/her whereabouts and the completion of his/her return service contract shall be considered a breach of the RSA and is subject to its prescribed liabilities.

Article 4: Terms of Payment

In the event that the **student** shall not be able to honor his/her RSA and is then subjected to monetary penalties, payment as determined by the Arbitration Committee, recommended by the concerned UPM Dean, and approved by the UPM Chancellor shall be payable in cash, check (Cashier’s or Manager’s check) or surety bond issued by an accredited surety agency.

Article 5: Free and Hold Harmless Clause

Any loss and/or damage caused by the **Student** to any person as a result of or in connection with his/her performance of health care services as required under this RSA shall be the sole and exclusive liability and responsibility of the Student and his/her parent/legal guardian/legal spouse. In this connection, the Student/Parent/Legal Guardian/Legal Spouse holds UPM College of _____ free and harmless from all claims, liabilities, proceedings, damages, costs, charges and expenses whatsoever arising out of or as a result of such loss and/or damage.

Article 6: Alternative Dispute Resolution

In case of a dispute between the Parties arising from the breach by the **Student** of his/her obligations under this RSA, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation process for purposes of amicably settling their dispute. Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from this Agreement shall be submitted to arbitration, in accordance with the Alternative Dispute Resolution Act (RA 9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of Manila shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF, the Parties hereto hereby sign this Return Service Agreement together with the parent(s)/legal guardian/legal spouse of the Student, this ____ day of _____ at _____, Philippines.

Name and Signature of Student

MANUEL B. AGULTO, MD
Chancellor, UP Manila

Name and Signature of Parent/Legal Guardian/Legal Spouse

Signed in the presence of:

BUENALYN TERESITA M. RAMOS-MORTEL, MPH
UP Manila Registrar

Dean, UPM College of _____

Republic of the Philippines)
City of Manila) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Manila, Philippines, personally appeared Chancellor Manuel B. Agulto and _____
(Student)
and _____ who exhibited to me their competent proof of
(Parent/ Legal Guardian/Legal Spouse)
identities indicated below:

NAME	GOVERNMENT ISSUED ID	ISSUANCE DETAIL
Manuel B. Agulto	17000752	UP Manila ID/20 January 2009
_____ (Name of Student)	_____	_____
_____ (Name of Parent/Legal Guardian/Legal Spouse)	_____	_____

and who are known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument refers to Return Service Agreement consisting of four (4) pages, including this page wherein this Acknowledgment is written and signed by the Parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first mentioned.

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