

## **PART I**

### **THE UP VISION-MISSION (1972 BOR Resolution)**

“The University of the Philippines, as the nation’s leading institution devoted to higher education, research and community service, through the concerted application of sciences, technology and the behavioral sciences to the problems of society, serves as an effective instrument of national development, while maintaining its commitment to the arts, letters and humanities, as well as the pursuit of truth and the highest standards of academic excellence.”

### **THE UP MANILA MISSION AND GOAL (1988 Reorganization)**

“The University of the Philippines Manila shall constantly strive to become an outstanding, dynamic, cohesive, and relevant institution of higher learning with the integration of the health sciences units and the College of Arts and Sciences. Thus, it shall provide the highest quality of advanced instruction, professional training, basic and applied research, and community service, and thereby produce outstanding scholars, practitioners, and leaders in the fields of health, the natural sciences, the social sciences, and the humanities.”

## **PART II**

### **THE UP MANILA RETURN SERVICE AGREEMENT (RSA)**

#### **Historical Background**

The Philippine Medical School was established by Commonwealth Act No. 1415 on 1 December 1905 to address the critical lack of physicians as raised by the local medical society. In 1915, the government expanded its health services which led to increased demands for medical graduates. A contract was signed by students for them to serve for 2 years in government in exchange for tuition fee waiver for 5 years of medical education. This provision was discontinued in 1920.

Most of our health professions graduates, especially the medical and nursing graduates, have joined the exodus to the US, the Middle East and other countries. Thus, in 1976, the School of Health Sciences (SHS) in Tacloban, Leyte, administratively under UP Manila, was established with the mandate to serve the underserved Filipinos in rural and remote areas. Graduates of SHS serve 2 years for every year of education. They serve either as midwife, nurse or physician, preferably in the community which nominated them. After 33 years, about 90 % of SHS graduates are still serving the Philippines. Most of those who left have served the required period of return service. The return service agreement was based initially on verbal social contract but in 2008, SHS was the first component of UP Manila which asked students to sign a tripartite contract with the University and the local government units.

In 2005, the Regionalization Program of the UP College of Medicine (UPCM) started implementing the “Acceptance to Serve and Assumption of Liability (ASAL) Agreement.” Prior to 2005, the Regionalization Program was introduced by the UPCM so that candidates from Philippine areas deemed to be in need of doctors will have a chance to be admitted to UPCM and serve their respective areas. These students undertake annual summer immersion in their region. Students who indicated Regionalization Program in their application shall serve for 5 years in the region which nominated them after graduation. UPCM medical graduates will be leaders, experts, and educators upon their return to these areas.

In 2009, applicants to the medical degree program of UPCM started signing a ‘Return Service Agreement’ as requirement for admission. When they graduate in 2014, they shall serve for 3 years in the Philippines. Service will be completed within 5 years after graduation.

Outside UP Manila, return service mechanisms are currently undertaken through the following projects:

1. “Bagong Doctor para sa Bayan” of former First Gentleman Miguel Arroyo which started in 2006 and will continue for 5 years. Students in their clerkship are given scholarships up to internship. In return, they will join the Doctors to the Barrios Program of DOH. They will serve for two years in the barrios they are assigned to. Ten students in the first batch and 10 in the second batch were students from UPCM.
2. Pinoy MD Program of DOH which started in AY 2006-2007. They will serve for 2 years for every year of training or a total of 10 years. There are from UPCM and SHS in this program.
3. Midwifery Student Scholarship Program of the DOH which started including SHS students in AY 2009-2010.

## **Framework for 2011**

1. The University of the Philippines is the national university and is heavily subsidized by the government;
2. One of the mandates of the University is to lead as a public service university by providing various forms of community, public, and volunteer service, and scholarly and technical assistance to the government, the private sector, and civil society while maintaining its standards of excellence (RA 9500 Sec. 3, No. 5);
3. The University of the Philippines Manila is one of the constituent universities and was mandated by RA 5163 (1967) to be the Health Sciences Center. It has 9 degree

granting units, namely: College of Medicine, College of Nursing, College of Dentistry, College of Pharmacy, College of Allied Medical Professions, College of Public Health, National Teacher Training Center for the Health Professions, College of Arts and Sciences, School of Health Sciences; and 2 non-degree granting units: the Philippine General Hospital and National Institutes of Health.

4. In the 2009 workshop where UP Manila formulated action plans to respond to future directions set by the University of the Philippines System for the next 100 years, the Return Service Agreement (RSA) as admission requirement was identified as one of the main action points.

5. All colleges/units going into RSA consulted all stakeholders through meetings, conducted surveys and made presentations in their respective College Councils before it was presented to the University Council and the Board of Regents for approval.

## **General Policy**

The general policy shall serve as guide for all UPM colleges and units, including the Philippine General Hospital (*as approved during 125<sup>th</sup> meeting of the BOR on 18 December 2009*).

## **General RSA Policies**

1. Return service agreement is an absolute admission requirement for the CHW Program (SHS), baccalaureate health sciences programs (CAMP, CN, CP, CPH, and SHS), DDM and MD programs.

2. The agreement states that the student shall serve in the Philippines within 5 years after graduation.

3. The agreement is signed by the Chancellor of UP Manila for the University and the prospective students and their parents, witnessed by the Dean/Director.

4. The graduate shall serve for a period specified by his/her college—the period of which should not be less than 2 years.

5. The graduate shall serve, preferably, in accordance with the role of the defined profession or health-related profession along three functions, but not limited to, direct service, education/training, and research. Return service shall preferably be an employment with government agencies/institutions, underserved towns/provinces, non-government and cause-oriented organizations.

6. The graduate is expected to serve fully within 5 years. If after 5 years, the graduate has not fully complied with the RSA, he/she will pay double the cost of his/her

education at a prevailing rate from the time of entry, plus interests. (As approved in the 90<sup>th</sup> University Council Meeting on 15 April 2013 and by the Board of Regents in its 1289<sup>th</sup> meeting on 29 July 2013.)

7. 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.

8. Enrolling for a second degree like a Master's degree, Doctor of Medicine (MD), or Bachelor of Laws (LIB) or other programs cannot be considered as return service.

9. To facilitate serving of the RSA by graduates of UP Manila, the Philippine General Hospital and UP System shall give priority to UPM graduates for employment after requirements for employment are met.

10. UP Manila shall develop a placement process for implementation of the RSA with the Office of Alumni Relations as the implementing office for the program.

### **PART III**

## **IMPLEMENTING RULES AND REGULATIONS FOR RETURN SERVICE AGREEMENT (IRR-RSA)**

### **RULE I INCLUSION CRITERIA**

*Section 1:* First year students and lateral entrants of colleges covered by the RSA starting AY 2011-2012 to UP Manila health colleges are required to submit their signed RSA.

*Section 2:* Enrollees of the degree programs covered by the RSA shall be subject to the implementing rules and regulations of the RSA.

*Section 3:* Medical students of the UP College of Medicine and the students of the School of Health Sciences will be covered by separate implementing rules and regulations (IRR).

*Section 4:* Parent(s)/legalguardian/legal spouse are co-signatories, as the last step to complete the applications to the UPM on all contracts with UP Manila.

**RULE II**  
**OBLIGATIONS OF UP MANILA STUDENTS**

*Section 1:* Before issuance of UP Form 5, first year students enrolling starting AY 2011-2012 shall submit upon registration the following: 1) Application Form, 2) Reply Slip, 3) signed Return Service Agreement and 4) other admission requirements.

*Section 2:* The UPM students subject to RSA should fully satisfy the following obligations:

Prior to graduation, faithfully adhering to the Vision-Mission of UPM and of the UPM College of \_\_\_\_\_:

Participate in UPM activities and of UPM College of \_\_\_\_\_ activities  
Finish the full prescribed years of their respective college education

After graduation, the graduate shall take the necessary licensure examination of the program required to enable them to practice their profession when they are serving their RSA, only when applicable.

**RULE III**  
**RETURN SERVICE**

UPM students shall comply with the return service policy, which shall include the following terms and conditions:

*Section 1:* First year of implementation will be for those who will enroll as first year students in AY2011-2012 and/or as lateral entrants to the programs whose first enrollment at UP is in AY 2011-2012, and thereafter.

*Section 2:* All applicants to programs for admission to UP Manila covered by the RSA shall, with the conformity of his/her parent(s)/legal guardian/legal spouse, sign a binding contract that stipulates the rules and regulations of the return service policy.

*Section 3:* Colleges covered by RSA

All colleges shall be participating in this program. However, for the first years of implementation, the following colleges are covered by this unified policy.

**Table 1. Colleges and course offerings covered by RSA**

<b>College</b>	<b>Course</b>
College of Allied Medical Professions	BS Physical Therapy BS Occupational Therapy BS Speech Pathology
College of Dentistry	Doctor of Dental Medicine
College of Nursing	BS Nursing
College of Pharmacy	BS Pharmacy BS Industrial Pharmacy
College of Public Health	BS Public Health
College of Medicine	Doctor of Medicine
School of Health Sciences (SHS)	Certificate in Community Health Work (Midwifery) BS Nursing Doctor of Medicine

*Section 4:* The return service obligation should have been completed within 5 years from graduation.

*Section 5:* The graduate should complete his/her 2-3 year return service obligation within 5 years after graduation.

*Section 6:* For the students who do not graduate on time, the years of return service shall be half the number of years spent in the University. (As approved by the Chancellor upon recommendation of the Chancellor's Advisory Council (CAC) in its meeting dated 4 March 2014.)

*Section 7:* If applicable, he/she shall obtain a Philippine license to practice the profession from the Professional Regulation Commission within two (2) years from graduation to be able to complete the two (2) year return service obligation.

*Section 8:* The graduate may choose to practice in any part of the Philippines, preferably in underserved areas in any of the following fields:

<b>College</b>	<b>Length of Service in years</b>	<b>Fields</b>
College of Allied Medical Professions	2 years	Clinical Practice Academe Research Consultancy Volunteer Work
College of Dentistry	2 years	Public Health Government Service (Department of Health, Department of Education, etc.) Academe Research Clinical Practice
College of Medicine Regionalization Program Policy	5 years	Public Health (clinical, management of programs) Academe (Health & Medicine)
College of Medicine, students covered by RSA	3 years	Research (Health & Medicine) Private clinical practice
College of Nursing	2 years	Practitioner Academe Research Government Service Public Health
College of Pharmacy	2 years	Government Service Research Community Pharmacy Hospital Pharmacy Industrial Pharmacy Medical Publishing
College of Public Health	2 years	Medical technology/laboratory work Epidemiology Public health management Health policy administration Health promotion Academe Research or Field work

*Section 9:* The return service mechanism for those enrolling in a second degree:

9.1 Enrolling for a second degree on a full-time basis like Master's degree, Doctor of Medicine (MD),

or Bachelor of Laws (LIB) or other programs cannot be considered as return service.

9.2 For those enrolling in a second degree in UP Manila, whereby the first degree has been taken in any of the participating colleges, there are 3 options:

- Serve the RSA of current program before enrolling in the second degree
- RSA of first degree is added to the years of RSA of the second degree (e.g. a UP nurse who enrolls at the UP College of Medicine will have 2 years added to the 3 years of medicine or serve a total of 5 years after graduating in the second degree).
- Pay back before going into second degree

9.3 If the second degree will be taken in another university, there are 2 options:

- Serve the RSA of current program before enrolling in the second degree
- Pay back before going into second degree

9.4 If enrolling in a second degree on a part-time basis, a graduate can be allowed to render return service provided the cumulative period of return service totals the required number of years.

*Section 10:* Graduates who are beneficiaries of other scholarship programs (e.g. DOH Pinoy MD; MD-PhD, DOST Scholarship, Midwifery Students DOH Scholarship Program and others) which have return service obligations are required to comply with the program requiring a longer duration of return service.

Undertaking residency training in government/private hospitals can be considered as return service.

## **RULE IV**

### **IMPLEMENTATION, COORDINATION, MONITORING, EVALUATION AND PLACEMENT**

#### **The implementing office**

The UP Manila Office of Alumni Relations (OAR) is the office tasked to implement the RSA. The office is located at the 8<sup>th</sup> Floor, RCB, Philippine General Hospital. For inquiries and other concerns, students may go to the office or call (632) 5253802.



The graduate should submit to the OAR and/or to college RSA Office/Committee/Coordinator on or before December 31 of every year for five (5) years, beginning the year he/she graduated from UPM, a report of his/her health care activities and services for that year, specifying the following minimum required information:

- a. Exact location and address where he/she is currently working;
- b. Nature of his/her work;
- c. The community served;
- d. Career plans/goals for the succeeding year.
- e. Insights on experience and impact of the RSA on public service
- f. Feedback/problems encountered

UPM may ask additional document/s as proof that the RSA is being rendered in the Philippines by the graduate.

There shall be a counterpart RSA Office/ Committee/ Coordinator in each of the Colleges and both shall have the following functions:

- 1) The OAR and its College counterpart shall ensure incorporation into the RSA the feedback, recommendations, updates from the different stakeholders including the graduates, employees and local institutions.
- 2) These Offices shall provide guidance and support to graduates in their placement after graduation, specifically by linking with government agencies, non-government/cause-oriented groups and private institutions.
- 3) These Offices shall coordinate in monitoring and assisting our graduates in adhering to their return service obligation.
- 4) These Offices shall keep a certified true copy of the RSA/contract. The OUR shall keep one of the original copies and give the other to the student.
- 5) These Offices shall ensure that the RSA program is further strengthened by continuously evaluating the program and recommending corresponding measures and policies.

## **RULE V STUDENT RECORDS**

*Section I:* Prior to completion of the RSA

The graduate shall be issued his/her diploma and Transcript of Records (TOR) after submission of the University Clearance from obligations. However, the TOR will be stamped with the following at the bottom of the last page (under remarks portion):

“Subject to compliance with the Return Service Agreement. Valid for employment within the Philippines only.” The mark will be removed after the RSA has been served. To be attached to the TOR is the summary of the policy on RSA for the guidance of employers.

The following shall be denied to graduates who have not completed the RSA:

- Request for authentication of UPM education records from hospitals/institutions abroad
- Request for Dean’s letter of recommendation for out of the country education/training
- Request from UPM faculty to give letter of recommendations for training abroad

*Section 2:* At the end of each academic year, the Dean shall report to the College Council and to the Chancellor the names of those students who satisfactorily fulfilled their RSA, those who reneged and the status of arbitration proceedings as well as the arbitration agreements reached.

*Section 3:* Certificates of completion shall be issued by the College upon approval of the Chancellor or his/her designated Vice Chancellor as the graduates complete their return service obligation. The Office of the University Registrar shall be informed by the College so that the mark on the TOR will be removed.

## **RULE VI DISPUTE SETTLEMENT**

*Section 1:* In case of a dispute between the parties arising from the breach by the UPM student/graduate of his/her obligations under the RSA, the parties agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling the dispute.

*Section 2:* Should the parties fail to reach an amicable settlement, any dispute or controversy arising from the RSA shall be submitted to arbitration in accordance with the Alternative Dispute Resolution Act (RA 9285). The competent courts of Manila shall have jurisdiction over these cases if legal action is resorted to.

## RULE VII ARBITRATION COMMITTEE/PROCEEDINGS

### *Section 1: Breach of contract*

The failure of the UPM graduate: a) to inform the UPM OAR or its equivalent office in the concerned college of his/her whereabouts, and b) to fulfill completely his/her RSA shall be considered a breach of the RSA and subject to the prescribed sanctions provided.

If the Return Service Committee finds fact-based reasons for the potential non-information of the graduate's whereabouts and/or non-fulfillment of the RSA, then the Return Service Committee will refer the issue to the Arbitration Committee for resolution.

*Section 2:* The Arbitration Committee which shall be formed by the Chancellor is composed of the College Secretary, Associate Dean for Faculty & Students or Student Relations Officer, Alumni Relations Officer or its equivalent, student representative from the College Student Council. In addition, the Chair will be appointed by the Chancellor. The Director of the Office of Alumni Relations or designated representative and UP Manila legal counsel will be non-voting members.

*Section 3:* The function of the Arbitration Committee is to determine whether a UPM student/graduate has successfully completed his/her obligations according to the Return Service Agreement or has valid or non-valid reasons not to be able to serve the Philippines after graduation. Results should be submitted to the Dean for endorsement to the Chancellor for his decision.

*Section 4:* An Arbitration Committee will determine if the concerned person:

1. Has valid or non-valid reason for pre-termination;
2. Has valid or non-valid reason for not being able to serve the Philippines after graduation;
3. Has successfully completed his/her obligations according to the RSA, in instances of doubt.

## RULE VIII PRE-TERMINATION AND PENALTIES

*Section 1:* Pre-termination from this agreement may be allowed under the following conditions subject to prescribed liabilities:

1.1 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.

1.2 Pre-termination due to physical or mental incapacity of a permanent nature entails no penalty.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

(As approved by the Chancellor upon recommendation of the Chancellor's Advisory Council (CAC) in its meeting dated 4 March 2014.)

1.7 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.

(As approved by the Chancellor upon recommendation of the Chancellor's Advisory Council (CAC) in its meeting dated 4 March 2014.)

1.8 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.

## ***Section 2: Pre-termination and penalties***

All UP students are subsidized by the Filipino people. Considering limited slots/student positions, so that investment will not be wasted by those students who are pre-terminated, the following mechanisms will serve as guidelines:

### **Without penalties**

Pre-termination from this agreement may be allowed under the following conditions:

1. Before the student has enrolled in less than 60 units. (As approved in the 90th University Council Meeting on 15 April 2013.)
2. Due to physical and mental incapacity of a permanent nature, with supporting documents for verification
3. Due to financial incapability to pursue course, with supporting documents for verification

### **With penalties**

1. Pre-termination due to dismissal of student for disciplinary action/ academic delinquency
2. Pre-termination for any reason other than the ones above

## ***Section 3: Penalty***

Penalties for breach of contract shall be settled through the Arbitration Committee for any dispute on the imposition of the RSA.

The Student shall be held liable for breach of contract jointly and severally with his/her parent/ legal guardian 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 RSA.

## ***Section 4: Total Cost of Education***

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.

## **RULE IX TERMS OF PAYMENT**

*Section 1:* 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 UP Manila Chancellor shall be payable in cash, check (Cashier's or Manager's check), or surety bond issued by an accredited surety agency.

*Section 2:* The UPM will have a dedicated bank depository for any monetary penalties from the student/s or graduate/s for non-fulfilment of the RSA, including pre-termination and penalties for breach of obligations, which are given legally and fully to the UPM, without any claims from the student/graduate whatsoever. The money forfeited by the student/graduate in favor of UPM, shall be used exclusively for matters and projects related to the return service obligation policy of UP Manila.

*Section 3:* In the event that the UPM graduate outwardly expresses his/her desire to renege on the contract and desires to train and reside outside the country he/she will pay for the monetary penalties according to the RSA. A confirmation to this effect will be duly signed by the graduate, witnessed by UPM, and duly legalized accordingly.

If the graduate returns contrary to his/her plans and indicates he/she will now fulfill his/her RSA, he/she will not be able to claim the monetary penalty he/she paid previously, as this has already been given legally and fully to the UPM, without any claims from the graduate whatsoever.

*Section 4:* The terms of payment if not paid in full can be negotiated with the Arbitration Committee subject to the imposition of the official year on inflation rate, during the period of payment and shall be reflected in a promissory agreement to be entered into by UPM and the UPM student.

## **RULE X EFFECTIVITY**

The Implementing Rules and Regulations (IRR) for the RSA shall take effect starting Academic Year 2011 -2012.

## **RULE XI AMENDMENTS**

Amendments to the RSA shall be subject to the approval by the UP Manila Chancellor upon the recommendation by the Chancellor's Advisory Council.

**PART IV**

**RETURN SERVICE AGREEMENT (RSA)**

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

\_\_\_\_\_, Filipino, of legal age, single/married

(Name of Student)

to \_\_\_\_\_, with residence and postal address at \_\_\_\_\_ hereinafter referred to as **Student**; and assisted by \_\_\_\_\_

(Name of Parent/Legal Guardian/Legal Spouse)

Filipino, of legal age, single/married to \_\_\_\_\_ 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;

Signature of Parent/Legal Guardian/Legal Spouse

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*"

Signature of Student



*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  
(Parent/ Legal Guardian/Legal Spouse)

competent proof of identities indicated below:

**NAME**

**GOVERNMENT**

**ISSUANCE DETAIL**

**ISSUED ID**

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 \_\_\_\_.

## Appendix 1

### GLOSSARY OF TERMS

**Breach of contract** - non-fulfillment of the provisions in the return service agreement

**Donation** - a gift received by the college in the form of cash or in kind from individuals or institutions

**Lateral entrants** - students who entered the university from another degree program, college or university.

**Mental incapacity of a permanent nature** - irreversible loss or impairment of rational decision-making due to brain injury or illness as attested by a physician

**Mental incapacity of a temporary nature** - reversible loss or impairment of rational decision-making due to brain injury or illness as attested by a physician

**Payback** - the computed amount to be paid in full in the form of cash, check (cashier's or manager's check) or surety bond issued by an accredited surety agency for noncompliance to his/her return service obligations

**Physical incapacity of a permanent nature** - irreversible loss or impairment of the body's ability to perform its functions due to an injury or illness as attested by a physician

**Physical incapacity of a temporary nature** - reversible loss or impairment of the body's ability to perform its functions due to an injury or illness as attested by a physician

**Prevailing legal rate** - existing interest rate issued by the Supreme Court

**Return service** - the number of years required of a graduate to render services related to his/her chosen field of practice within the country

**Total subsidy of the UP/government** - a form of financial support for the students from the national government and the university

## Appendix 2

### Personal Data Sheet (with RSA included)

Student number \_\_\_\_\_ Degree Program \_\_\_\_\_  
Name \_\_\_\_\_ Sex \_\_\_\_\_  
Date of birth \_\_\_\_\_ Place of birth \_\_\_\_\_  
Day Month Year

Citizenship \_\_\_\_\_  
Permanent Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Mobile No. \_\_\_\_\_  
Email \_\_\_\_\_  
Facebook/Twitter Address: \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_

#### Parents/Guardian

Father \_\_\_\_\_ Occupation \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Mobile no. \_\_\_\_\_

Mother \_\_\_\_\_ Occupation \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Mobile no. \_\_\_\_\_

Guardian \_\_\_\_\_ Occupation \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Mobile no. \_\_\_\_\_

Spouse \_\_\_\_\_ Occupation \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_ Mobile no. \_\_\_\_\_

## Appendix 3

### REPLY SLIP

I certify that I have read and understood the policies and the Implementing Rules and Regulations (IRR) governing the **Return Service Agreement (RSA)** and for this purpose, hereby manifest my acceptance and/or faithful adherence thereto.

Signature over printed name:

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Parent/Legal Guardian/Legal Spouse

Date: \_\_\_\_\_

Appendix 4

UNIVERSITY OF THE PHILIPPINES MANILA  
OFFICE OF ALUMNI RELATIONS  
8/F, PGH COMPOUND, ERMITA MANILA

REPORT OF RETURN SERVICE  
(For Graduates Satisfying the Return Service Agreement)  
End of Fiscal year \_\_\_\_\_

Personal Information

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
(Surname, Given Name, Middle Name) Sex: \_\_\_\_\_  
College: \_\_\_\_\_ Marital Status: \_\_\_\_\_  
Degree Course: \_\_\_\_\_  
Year Graduated: \_\_\_\_\_

Employment/Service Record

Name of Employer/ Institution/ Community	Complete Address/ Contact No. and E-mail address	Inclusive Dates	Nature of Work	Employer/ Person-in-Charge (Affix signature or certification of information)	Insights on experience and impact of the RSA on public service	Feedback/ problems encountered

Career Plans/Goals for Succeeding Year *(Please use another sheet of paper and attach to this form if necessary)*

\_\_\_\_\_  
Signature over Printed Name of Alumnus/Alumna

\_\_\_\_\_  
Date