

CONTRACT OF UNDERTAKING

This **CONTRACT OF UNDERTAKING** entered into by and between:

The **UNIVERSITY OF CAMARINES NORTE** *formerly Camarines Norte State College* (hereinafter called the **UCN**), represented herein by President **ATTY. RYAN L. ESTEVEZ, DPA**, with address at **F. Pimentel Avenue, Brgy. II, Daet, Camarines Norte**,

and

_____ (hereinafter called the **GRANTEE**),
of legal age, a resident of _____,
and a permanent employee of the **University of Camarines Norte – _____ Campus**, holding the position of _____;

WITNESSETH:

WHEREAS, pursuant to Board Resolution No. _____ dated _____, has approved the application of the **GRANTEE** for study leave effective **01 April 2025** to **15 September 2025** for the **2025 Bar Examinations**;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

A. OBLIGATIONS OF THE UCN – The UCN shall

1. authorize the **GRANTEE** to take **BAR review classes** and to take the **2025 Bar Examinations** on official time covering the period from _____ to _____;
2. relieve the **GRANTEE** from all duties and responsibilities for the duration of the study leave; and
3. authorize the **GRANTEE** to receive his/her salaries, allowances and benefits due him during the period stated herein pursuant to existing laws, rules, regulations and guidelines applicable under the circumstances;

B. OBLIGATIONS OF THE GRANTEE – The GRANTEE shall

1. take and complete the **2025 Bar Examinations**;
2. submit to the **LPDC** at least one (1) week before the **2025 Bar Examinations** a copy of the official receipt for the said **Bar Examinations**;
3. make the appropriate arrangements for the proper care and custody of property and records issued to him/her before taking the study leave;
4. immediately report for work after the **Bar Examinations**. The **GRANTEE** shall submit to the **LPDC** a certification issued by the Immediate Supervisor/Dean that he/she has already resumed work in his/her official station. Should the **GRANTEE** fail to immediately report for work after the **Bar Examinations**, he/she shall be declared **Absent Without Official Leave (AWOL)** and the existing civil service rules and regulations on **AWOL** shall apply;

5. render service obligation in the University of Camarines Norte for a period of two (2) years commencing from his/her resumption to work in his/her official station;
6. avail himself/herself of the privilege of another study leave only after completion of the service obligation;
7. submit to the LPDC, through the Secretariat, within ten (10) days from the completion of his/her service obligation a Certification under oath of such completion as of a certain date, stating therein that he/she had no Leave Without Pay during the period of the said service obligation.

C. EFFECTS OF FAILURE TO TAKE THE BAR EXAMINATIONS

1. The GRANTEE shall immediately inform the LPDC in writing, duly noted by his/her Immediate Supervisor/Dean, of his/her failure to take the 2025 Bar Examinations, and the reason for such failure;
2. Should the GRANTEE fail to take the Bar Examinations owing to any permanent disability, death, or other causes beyond his/her control, the obligation to refund the gross salary, allowances and other benefits extended by the UCN to the said GRANTEE shall be totally extinguished:
3. Should the GRANTEE fail to take the Bar Examinations due to his/her own fault, negligence or other causes within his/her control, the authority to go on study leave is deemed revoked, and the following shall be affected:
 - a. If he/she has sufficient vacation leave credits, he/she shall have the option to:
 - (1) charge the study leave against such leave credits; or
 - (2) refund all the salaries, allowances and other benefits received during the study leave either by single payment or direct deductions from salaries and other pecuniary benefits.
 - b. If he/she has insufficient vacation leave credits, he/she shall have the option to:
 - (1) charge the study leave against such leave credits and refund the monetary value of the balance; or
 - (2) refund all the salaries, allowances and other benefits received during the study leave either by single payment or direct deductions from salaries and other pecuniary benefits.
 - c. If he/she has no more vacation leave credits, he/she shall refund all the salaries, allowances and other benefits received during the study leave either by single payment or direct deductions from salaries and other pecuniary benefits; and
 - d. he/she shall be barred from future availment of the study leave program. However, if such failure is due to valid reasons,

he/she may again avail of another study leave after two (2) years. Provided, that failure to take the Bar Examinations for the second time shall permanently bar him/her from future availment of the study leave.

- 4. In case of separation from service, he/she shall have the option to charge the study leave against accrued leave credits or refund all the salaries, allowances and benefits received during the study leave within thirty (30) days from notice. Payment thereafter will be subject to interest at the rate of twelve (12%) per annum.

D. EFFECTS OF FAILURE TO RENDER THE SERVICE OBLIGATION

- 1. Should the GRANTEE fail to render the service obligation owing to any permanent disability, death, or other causes beyond his/her control, the obligation to refund the gross salary, allowances and other benefits extended by the UCN to the said GRANTEE shall be totally extinguished.
- 2. Should the GRANTEE fail to render the service obligation stipulated in this Contract of Undertaking through his/her own fault or willful neglect, resignation, voluntary separation, or transfer to the private sector or other government agencies, he/she shall refund to the UCN all salaries, allowances and benefits received for the period.

In case the GRANTEE rendered at least fifty percent (50%) of the total service obligation in the UCN, he/she shall refund only a proportionate amount of the salaries, allowances and benefits received in accordance with the following formula:

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

R	= Refund
SOR	= Service Obligation Required
SOS	= Service Obligation Served
TCR	= Total Compensation Received

- 3. Should the GRANTEE be unable to effect payment, the amount shall be taken from any retirement gratuities or terminal leave benefits which would accrue to him/her in the course of his/her employment in the UCN. He/She shall assign whatever rights and interests he/her has over certain monies and benefits he/she will receive from his/her office in case he/she transfers to another agency.

E. EFFECTS WHEN AN ADMINISTRATIVE CASE IS FILED AGAINST THE GRANTEE

- 1. Should a formal charge for an administrative offense for which the penalty is suspension or dismissal be filed against the GRANTEE after the approval of his/her leave application but before the start of the study leave, the authority to go on study leave on official time shall be automatically revoked.

2. Should a formal administrative charge be filed while the GRANTEE is on study leave, it shall not disqualify the GRANTEE from the program. However, should the GRANTEE decide to discontinue participation in the program, he/she shall refund all salaries, allowances and other benefits received for the duration of the program and shall be barred from future availment of the program.
3. If the GRANTEE is found guilty of an administrative offense for which the penalty of:
- a. less than dismissal from the service is imposed, he/she shall refund all salaries, allowances and other benefits received while on study leave and shall be barred from future availment of the program; or
 - b. dismissal from the service is imposed, authority is deemed automatically revoked and he/she shall refund to the UCN all salaries, allowances and other benefits received while on study leave.

F. EFFECTIVITY

This Contract takes effect immediately upon signing hereof.

IN WITNESS WHEREOF, we have hereunder set our hands
this _____ day of _____ 20__ at Daet, Camarines Norte.

ATTY. RYAN L. ESTEVEZ, DPA
SUC President III

GRANTEE

WITNESSES FOR THE UCN :

DR. MARIA CRISTINA C. AZUELO
Vice President for Administration
and Finance

GEHANA D. LAMUG, DBA
Dean, College of Business and
Public Administration

WITNESSES FOR THE GRANTEE:

ACKNOWLEDGMENT

Republic of the Philippines)
Daet, Camarines Norte) S.S

BEFORE ME, a Notary Public this _____ day of _____ 202_, in Daet, Camarines Norte, personally appeared the following persons and showed to me their Identification Cards bearing the following:

Names	ID No.	Date/Place of Issue	Issuing Authority
ATTY. RYAN L. EZTEVEZ	_____	_____	_____
GRANTEE	_____	_____	_____

Known to me to be the same persons who executed the foregoing Contract of Undertaking, consisting of five (5) pages, including this page where the Acknowledgement is printed and signed by the parties and their witnesses on each and every page thereof. They further acknowledged to me that they are duly empowered to enter into this agreement by the entities which they represent and that they have done so freely and voluntarily.

WITNESS MY HAND and Notarial Seal at _____ on the date first above written.

Doc. No. _____
Page No. _____
Book. No. _____
Series of 202_.