

RETURN SERVICE AGREEMENT

This Return Service Agreement (RSA) is entered into and executed by the following parties:

a. FOR THE STUDENT:

First name, Middle name, Family name: _____

Nationality: [] Filipino [] Other: _____

Civil Status: [] Single [] Married

Complete address:

House# _____ If condominium: Unit#, Building name _____

Street: _____ Barangay: _____

City or Municipality: _____ Province: _____

herein after referred to as the “STUDENT” and,

b. FOR THE PARENT/S:

First name, Middle name, Family name of Father: _____

Nationality: [] Filipino [] Other: _____

Civil Status: [] Single [] Married

Complete address:

House# _____ If condominium: Unit#, Building name _____

Street: _____ Barangay: _____

City or Municipality: _____ Province: _____

First name, Middle name, Family name of Mother: _____

Nationality: [] Filipino [] Other: _____

Civil Status: [] Single [] Married

Complete address:

House# _____ If condominium: Unit#, Building name _____

Street: _____ Barangay: _____

City or Municipality: _____ Province: _____

collectively referred to as the “PARENT”

c. LEGAL SPOUSE:

First name, Middle name, Family name of Spouse:

Nationality: ☐ Filipino ☐ Other: _____

Civil Status: ☐ Single ☐ Married

Complete address:

House# _____ If condominium: Unit#, Building name _____

Street: _____ Barangay: _____

City or Municipality: _____ Province: _____

herein after referred to as the “SPOUSE”

d. FOR THE GUARDIAN: (In the absence of parents, any relative within fourth (4th) civil degree of consanguinity or affinity of the parent)¹

First name, Middle name, Family name of Guardian:

Nationality: ☐ Filipino ☐ Other: _____

Civil Status: ☐ Single ☐ Married

Complete address:

House# _____ If condominium: Unit#, Building name _____

Street: _____ Barangay: _____

City or Municipality: _____ Province: _____

herein after referred to as the “GUARDIAN”

- and -

The **UNIVERSITY OF THE PHILIPPINES**, the national university of the Republic of the Philippines, created and operating under Act No. 1870 and Republic Act No. 9500, represented by **DR. MICHAEL L. TEE**, Chancellor of the **University of the Philippines Manila** (UP Manila), with office address at the 8/F Right Central Block, Philippine General Hospital, Taft Avenue, City of Manila, hereinafter referred to as the “UNIVERSITY,”

BACKGROUND

A major mandate of the UNIVERSITY is to lead as a public service university by providing various forms of community and public service. Moreover, education in the UNIVERSITY is State-funded. However, due to the migration of many of the health professional graduates of the UNIVERSITY to other countries without having practiced their professions in the service of the Filipino people, the UNIVERSITY made it a policy for graduates in UP Manila health colleges to render return service in the Philippines after their graduation.

¹ Section 4 (e) of Republic Act No. 11861, Expanded Solo Parents Welfare Act

Thus, signing of a Return Service Agreement (RSA) is an absolute requirement for admission to the health colleges of UP Manila, requiring the students to render service, preferably in accordance with the role of the defined profession or health-related profession, along three functions, but not limited to direct service, education and training, and research. The return service shall preferably be an employment with government agencies and institutions, underserved towns and provinces, or non-government and cause-oriented organizations.

It is the policy of the UNIVERSITY that the STUDENT, upon acceptance in any of the health colleges, is bound by the return service policy of the UNIVERSITY under the following terms and conditions of this Return Service Agreement:

Article 1: Obligations of the Student

Section 1. Faithfully adhere to the Vision-Mission of UP Manila and the UP Manila <name of college> specifically the ideals and requirements of the program.

Section 2. Abide by the prescribed course of instruction unless sooner separated or dismissed by competent authority for failure to comply with academic and/or disciplinary standards, rules, and regulations.

Section 3. **Nature and duration of return service** - Render health care services in the Philippines using the knowledge and skills acquired in the course selected for a minimum of (____) years within (____) years from graduation unless unable to do so due to physical and/or mental incapacities as determined by UP Manila College of _____. For those who do not graduate on time, the years of return service shall be half the number of years spent in the University.

Section 4. **Reportorial obligation** - Submit on or before December 31 of every year for five (5) years, beginning the year of graduation, a report of his/her health care activities and services for that year, specifying the following minimum required information: (1) specific 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: Breach of Obligation

Section 1. **Annotation on the Transcript of Records** - 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 this Agreement, his/her transcript of records shall bear the statement *“Subject to compliance with the Return Service Agreement. Valid for employment in the Philippines only.”*

Section 2. **Joint and several liability** - The STUDENT shall be held liable for breach of contract jointly and severally with his/her parent/guardian/spouse and reimburse UP Manila College of <name of college> double the cost of his/her education plus interest at the prevailing legal rates from the time of entry to the College if he/she fails to fulfill the obligations mentioned above in sections 3 and 4 of Article 1, for no justifiable reason as determined solely by the UP Manila College of <name of college>, with the final decision from the Chancellor. The cost of education shall be computed based on the

total subsidy of UP/Government and donations made to specific colleges/units that enhance the education/training of students in the University.

Article 3: Pre-termination and Penalties

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

1. Pre-termination due to physical or 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 UP Manila 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 before 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 UP Manila 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 UP Manila graduate to inform the Office of Alumni Relations and the UP Manila College of <name of college> 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

Section 1. If 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 UP Manila Dean, and approved by the UP Manila Chancellor, shall be payable in cash, check (Cashier's or Manager's check), or forfeiture of the surety bond issued by an accredited surety agency.

Article 5: Data Privacy

Section 1. **Consent for the collection and processing of personal data.** - The STUDENT, through this Agreement, hereby gives his/her consent to the UNIVERSITY, through its officials and designated persons, for the collection and processing of his/her personal data and information in relation to the implementation and enforcement of this RSA, including personal data and information from colleges, universities, private and governments agencies and institutions outside the UNIVERSITY.

SECTION 2. The STUDENT likewise gives consent to the UNIVERSITY to make such inquiries and verifications from colleges, universities, private and governments agencies, and institutions outside the UNIVERSITY regarding the status of his/her enrollment or employment, obtain the true copy of grades or employment records, and such other data and information to monitor or enforce his/her compliance with this RSA without need for any other written authorization.

Article 6: Communication and notices

Section 1. All communications and notices sent to any of the addresses provided by the STUDENT and PARENT/ GUARDIAN/ SPOUSE in (i) this RSA, and (ii) in school records, shall be deemed received upon actual receipt by the STUDENT or PARENT/ GUARDIAN/SPOUSE or by any person of legal age receiving the same at the given addresses.

Section 2. Emails and text messages shall be deemed received on the day these were sent.

Section 3. The STUDENT, PARENT/GUARDIAN/SPOUSE have the obligation to update UP Manila of any changes in their addresses stated in this Agreement, including the following contact information:

<NAME OF STUDENT>	Email:
	CP Number:
<NAME OF FATHER>	Email:
	CP Number:
<NAME OF MOTHER>	Email:
	CP Number:
<NAME OF SPOUSE>	Email:
	CP Number:
<NAME OF GUARDIAN>	Email:
	CP Number:

Article 7: Arbitration

Section 1. **Amicable settlement** - 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.

Section 2. Any dispute in the interpretation, implementation, as well as breach of the terms and conditions of this RSA shall be amicably settled by the parties within 30 days

from receipt by the STUDENT or PARENT/S or GUARDIAN/S of the Notice of Breach issued by UP Manila after which the matter shall be submitted to arbitration.

Section 3. The members of the Arbitration Committee shall be the UP Manila RSA Committee and shall be composed of:

- (i) A student from UP Manila, selected from a pool of students submitted by the Student Council who is of good standing, that is, with an updated general weighted average of at least 2.5 before his/her nomination and without any past or pending disciplinary action;
- (ii) a faculty of the UP Manila selected from the college in UP Manila where the STUDENT first enrolled in a course with the RSA; and,
- (iii) a lawyer from UP Manila shall act as Chairman of the Arbitration Committee and only vote to break a tie.

Section 4. The decision of the Arbitration Committee is appealable by the STUDENT or PARENT/SPOUSE/GUARDIAN within 15 days upon receipt thereof in accordance with Article 6 (Communications and notices). The decision of the Arbitration Committee shall reach its finality upon lapse of the period to appeal and is subject to execution.

Section 5. The enforcement of the arbitral award shall immediately be complied with by the party/ies following its terms and conditions. If there is no voluntary compliance within the time specified in the Decision, the Decision shall be subject to execution by the appropriate court in the City of Manila or in the place of residence of the STUDENT or PARENT/GUARDIAN/SPOUSE, at the option of UP Manila.

Section 6. The amount due to a party based on the arbitral award shall be subject to a 1% monthly interest, compounded monthly, for the delay in payment from the date it is due. Expenses incurred by a party to enforce the arbitral award through the appropriate court shall be charged to the non-complying party.

Article 8: Free and Hold Harmless Clause

Section 1. 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/guardian/spouse.

Section 2. In this connection, the student/parent/guardian/spouse holds UP Manila College of <name of college> 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 9: Miscellaneous Provisions

Section 1. **Amendments** - This Agreement may only be amended or supplemented in writing and may only be binding when signed by the Parties.

Section 2. **Severability** - Any provision of this Agreement held by the arbiter or court to be void or illegal shall not affect other provisions which remain in full force and effect.

Section 3. **Successors and Assigns** – This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any individual who may hereafter succeed to the position and duties of the Chancellor

of the University of the Philippines Manila. All rights, obligations, and duties under this Agreement shall remain in full force and enforceable by or against such successors.

Section 4. **Interpretation** - This Agreement shall be interpreted in accordance with the enforcement of the return service obligation of the STUDENT and in harmony with applicable laws.

Section 5. **Headings** - The headings of Articles and subheadings within an Article are for convenience and reference only and shall not defeat the intent of the parties based on the specific provisions of this Agreement.

Section 6. **Non-waiver** - Inaction by a party on a breach by the other party of any provision of this Agreement shall not constitute a waiver on its enforcement.

Section 7. **Survival of provisions** — All provisions relating to the rights and obligations of the parties and their enforcement shall survive after the termination of this Agreement.

Section 8. **Copies** - This Agreement may be signed and notarized separately by the parties, and both copies shall be considered original.

Section 9. **Signatories** - [1] The UNIVERSITY is represented by the Chancellor of the University of the Philippines as authorized by the University of the Philippines Board of Regents in their 987th Board of Regents Meeting (8/24/86). [2] The STUDENT and the PARENT/GUARDIAN/SPOUSE shall personally sign this Agreement.

Article 10 - Effective Date

The Effective Date of this Agreement shall be reckoned on the date of signing by the parties or on the date when the last party signed this Agreement.

This Agreement is binding upon the signing parties in their respective capacities, including their successors and assigns. Notarization of this Agreement is not mandatory, except in cases where it is specifically required by the applicable local government unit or relevant authorities.

IN WITNESS WHEREOF, the parties have hereto set their hands on _____ <date> in _____ <place>.

Student

DR. MICHAEL L. TEE
Professor & Chancellor, UP Manila

Mother

Father

Spouse or Guardian

Witnesses:

<Witness for the student, if any>

Dean, UP Manila
College of _____