**RETURN SERVICE AGREEMENT (RSA)**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** Filipino, of legal age, single/married to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with residence and postal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereunder referred to as the “**GRANTEE**”, represented herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, parent/guardian, Filipinos, single/married and residents of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

- and -

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Filipino, of legal age with office and postal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in her capacity as guarantor herein referred to as the **‘LGU”**.

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. CARMENCITA D. PADILLA,** herein referred to as the **“UPM”**,

**WITNESSETH: That**

WHEREAS, the Step Ladder Training Program of the University of the Philippines Manila – School of Health Science strives to ensure service relevance and leadership in a community-oriented health science education, research and service, using the primary health care approach, intended specially for the underserved;

WHEREAS, the LGU realizing the need for health manpower in its area has endorsed the GRANTEE, a deserving nominee to study at the UPM-SHS and the availment of its scholarship program;

WHEREAS, the GRANTEE together with the LGU are aware of the requirements and admission policy of the UPM-SHS, the content of which is made an integral part of this tripartite agreement.

WHEREAS, having fully understood the requirements and admission policies of the UPM-SHS, the GRANTEE agrees to render health and health-related services in the endorsing community or in other underserved areas of the country, at the rate of two (2) years for every year of training or a fraction of a year thereof.

WHEREAS, in consideration of his/her admission to the UPM-SHS and his/her being covered under the abovementioned Policy and considering his/her availment of the LGU subsidy for his/her tuition and other fees, the **GRANTEE** in, thus required by the UPM-SHS to render health care services in his/her endorsing community or other underserved areas for a total of four (4) years after his/her graduation.

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

**Article 1: Obligation of the GRANTEE**

1. The GRANTEE shall comply with the provisions of the Return Services Agreement Policy, which shall form as part of this Agreement;
2. Faithfully adhere to the Vision-Mission of the UPM-SHS, specifically the ideals and requirements of the Program;
3. 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;
4. Render health and health-related services in his/her endorsing community or in other underserved areas for a total of four (4) years from graduation unless unable to do so due to physical and/or mental incapacities as determined by the UPM-SHS authority;
5. Submit on or before December 31 of every year for four (4) years beginning the year he/she graduated from the UPM-SHS, 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 e-mail address: phone/cellphone number; (2) nature of his/her work; (3) the community served; and (4) career plans/goals for the succeeding year.

**Article 2: Obligation of the LGU:**

The LGU shall:

1. Pay the following:
2. Local counterpart fee to the University as required by the program where the GRANTEE is currently enrolled;
3. Other scholarship benefits directly to the GRANTEE as reflected in Annex A and specified as follows:
4. Monthly lodging allowance
5. Book allowance, uniform, medical/and or nursing equipment/supplies
6. NSTP fees
7. Travelling allowance
8. Student Council Contributions
9. Graduation fee and allowance during service leave
10. Licensure review and examination expenses

2. Commit to employ the GRANTEE after graduation.

**Article 3: Obligation of UPM-SHS**

The UPM-SHS shall:

1. Assess the endorsed nominee following the approved recruitment and admission requirements;
2. Implement policies concerning the scholarship program;
3. Provide the GRANTEE with scholarship benefits and privileges (stipulated in the recruitment and admission’s guidelines);
4. Provide formal education at any level of the step-ladder curriculum;
5. Confer the title/degree earned by the GRANTEE upon completion of all academic requirements.

**Article 4: Penalty for Breach of Obligation**

1. The GRANTEE acknowledges and agrees that before the completion of his/her obligations under Article 1 of this Agreement and such other obligation 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 ***“The graduate is under Return Service Agreement with the University, this is for employment in the Philippines only.”***
2. The GRANTEE shall be held liable for breach of contract jointly and severally with his/her parents for non-completion of the UPM-SHS education due to dismissal for disciplinary action, personal reasons and voluntary withdrawal from the program. He/she shall be made to reimburse in full amount of his/her tuition and other miscellaneous expenses from his/her initial entry up to the last program enrolled in, with interest at the prevailing legal rate at the time of breach of the aforesaid agreement.
3. As a consequence thereto, the LGU as guarantor shall not be granted scholarship allocation for minimum period of (5) years, reckoned from the GRANTEE’s withdrawal from the program, except on the following condition:

* Before the student earn 60 units:
* Due to physical and mental incapacity of permanent nature, with supporting documents for verification.

1. Failure of the LGU to employ the GRANTEE after the completion of his/her training shall result in the LGU forfeiting its scholarship allocation for five (5) years.

**Article 5: Liabilities for Loss or Damage**

Any loss and/or damage caused by the Grantee to any person as, a result of or in connection with his/her performance of health care services as required under this Return Services Agreement shall be the sole and exclusive liability and responsibility of the Grantee and his/her parent or guardian. In this connection, the GRANTEE/PARENT/GUARDIAN holds the UPM-SHS 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 damages.

**Article 6: Alternative Dispute Resolution**

In case of a dispute between the Parties arising from the breach by the Grantee of his/her obligation under this Return Service Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation process for purposes of amicably setting their dispute. Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from the Agreement shall be submitted for arbitration, in accordance with the law (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 have affixed their signature on the above date written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Signature of the GRANTEE Name and Signature of LGU/Mayor

**CARMENCITA D. PADILLA, MD**

Chancellor, University of the Philippines Manila

Signed in the presence of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **SALVADOR ISIDRO B. DESTURA, MD, MPH**

Name and Signature of Guardian Dean, UPM-School of Health Sciences

Republic of the Philippines)

Province of Leyte )

**ACKNOWLEGMENT**

BEFORE ME, a Notary Public for and in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared the affiants exhibiting to me their competent proof of identities indicated below:

**NAME GOVERNMENT DATE & PLACE**

**ISSUED ID OF ISSUE**

Manuel B. Agulto PRC 42939 January 27, 2012, Manila

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

This instrument refers to the Memorandum of Agreement consisting of five (5) pages including this page wherein the Acknowledgement is written and signed by the parties ad their instrumental witnesses.

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

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