

**UNIVERSITY OF THE PHILIPPINES
COLLEGE OF MEDICINE**
Pedro Gil St., Ermita, Manila

RETURN SERVICE AGREEMENT (RSA)

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

_____, Filipino, of legal age,
(name of student)
single/married to _____, with residence and postal
address at _____,
hereinafter referred to as "**Student**";

- and -

University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St., Ermita, Manila, herein represented by its Chancellor _____ hereinafter referred to as "**UPCM**";

WITNESSETH: That

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

WHEREAS, the Student is covered by / ***under the abovementioned Policy and is aware of the requirements of the same; and, for this purpose, the Handbook on Return Service Obligation Policy is hereto attached as Annex "A", the same to form an integral part hereof;***

WHEREAS, the Return Service Agreement becomes effective only upon acceptance of the Student to the College of Medicine;

WHEREAS, in consideration of his/her admission to the UPCM 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 UPCM to render health care services in the Philippines, immediately after his/her graduation;

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

Article I. Obligations of the Student

The Student, having been accepted to the UPCM and covered by/under the RSA Policy, shall:

1. Faithfully adhere to the Vision-Mission of the UPCM, 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 three (3) years within five (5) years from graduation unless unable to do so due to physical and/or mental incapacities, as determined by UPCM authority;

4. Submit on or before December 31 of every year for five (5) years, beginning the year he/she graduated from UPCM, 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; (2) nature of his/her work; (3) the community served; and (4) career plans/goals for the succeeding year.

Article II. 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 transcripts of grades and/or diploma shall bear the statement "Has not complied with returns service obligation policy. For local employment only".

2. In addition, the Student shall be held liable for breach of contract jointly and severally with his/her parents or guardians, guarantor/surety, as provided for in the Suretyship Agreement hereto attached as Annex "C", and reimburse to UPCM twice the full amount of his/her tuition, government subsidy and scholarship, and all other expenses incurred by UPCM during his/her entire period of schooling as a student of the UPCM, with interest at the prevailing legal rate at the time of the breach of 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 I, for no justifiable reason as determined solely by UPCM authority.

Article III. 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 Return Service Agreement shall be the sole and exclusive liability and responsibility of the Student. In this connection, the Student holds UPCM 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 IV. Alternative Dispute Resolution

In case of a dispute between the Parties arising from the breach by the Student of his/her obligations 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 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 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 hereby sign this Return Service Agreement together with the parent(s)/guardian(s) of the Student, this ____ day of _____ at _____, Philippines.

Name and Signature of Student

Chancellor, UP Manila

Name and Signature of Parent/Guardian

Signed in the presence of:

Signature over printed name of
Witness

Dean, UPCM

ACKNOWLEDGMENT

Republic of the Philippines)
_____, Metro Manila) s. s.

BEFORE ME, this ____ day of _____, in _____,
personally appeared:

<u>Name</u>	<u>CTC No./GIID No.</u>	<u>Date/Place Issued</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the institution represented.

This instrument refers to an Return Service Agreement that consists of four (4) pages, including the page whereon the acknowledgment is written.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place above-written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 200__.