

**ACCEPTANCE TO SERVE AND ASSUMPTION OF LIABILITY
(ASAL) AGREEMENT**
(UPCM Regionalization Program)

This Acceptance to Serve and Assumption of Liability Agreement (“ASAL Agreement”) made and executed this _____ day of _____ in _____, Philippines by and between:

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

- and -

University of the Philippines, the national university of the Republic of the Philippines, created and organized under Act No. 1870 and Republic act No. 9500, represented by **DR. MICHAEL L. TEE, MD, MHPEd, MBA**, Chancellor of the University of the Philippines Manila, representing the U.P. College of Medicine, hereinafter referred to as “**UPCM**”;

WITNESSETH: That

WHEREAS, the Regionalization Program of the UPCM hereinafter referred to as (the “Program”) 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 has applied to the Program and is aware of the requirements of the said program, and for this purpose, the Handbook on the UPCM Return Service Obligation Program and the Regionalization Program is hereto attached as Annex “A” the same to form an integral part hereof;

WHEREAS, this agreement becomes effective only upon acceptance of the student to the College of Medicine;

WHEREAS, in consideration of her/his admission to the Program and her/his being covered/under the above mentioned Agreement and considering her/his availment of state subsidy in her/his tuition fees, the student is required by UPCM to render health care services in her/his region _____ or other underserved
(specific province)
regions of the Philippines as defined by the Department of Health, immediately after her/ his graduation;

NOW, THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

Article I. Obligations of the Student

The Student, having been accepted into the Regionalization Program (the “Program”) of the UPCM and covered by/under the ASAL Agreement 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 or instruction unless sooner separated or dismissed by competent authority for failure to cope with the academic and/or disciplinary standards, rules and regulations;
3. Obtain a Philippine Medical License within 2 years from the date of her/his

UPCM graduation;

4. Render health care services in his/her province _____ or in another province within the same region, or if this is not possible for any valid reason, in an underserved region of the Philippines classified as such by the Department of Health.
5. The return service shall be rendered immediately after graduation, or after residency training program as the case may be, for a minimum of five (5) years within ten (10) years from the date of graduation. However, for subspecialty fellowship programs that would require additional years of training which will mean a violation of the 5-in-10 year rule for the return service, a formal request for such training must be submitted by the graduate to the RP Committee. The fellowship training will be undertaken only in the country. The committee, after due deliberation, will then make its final recommendation to the Dean for the approval/disapproval of the request for extension of the timeframe for the return service.
6. For RP graduates who were admitted to the MD-PhD program, the 5-in-10 year rule of the return service may commence after the completion of the PhD program by the graduate or after completion of the graduates' obligation to the sponsoring agency.
7. Submit on or before June 30 and December 31 of every year until completion of the Return Service Obligation, beginning the year he/she graduated from UPCM, a report of her/his 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. Complete name of the institution where he/she is working
 - c. The area or areas served
 - d. Brief description of the service work being performed
 - e. Good practices encountered including insights & analysis
 - f. Problems and challenges encountered including proposed strategies to address these concerns
 - g. Service goals and plans for the next 6 months

Article II. Penalty for Breach

1. The Student acknowledges and agrees that before the completion of her/his obligations under Article I 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, her/his transcripts of grades and/or diploma shall bear the statement *"Subject to compliance 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 her/his parents or guardians, and guarantor/surety as provided for in the Suretyship Agreement hereto attached as Annex "B", and reimburse to UPCM a payback equivalent to double the cost of medical education up to the year level completed or currently in.

Article III. Free and Harmless Clause

Any loss and/or damage caused by the Student to any person as a result of her/his performance of health care services as required under this ASAL 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, 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 her/his obligations under this ASAL Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling their dispute through the Appeals Committee. 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 sign this ASAL Agreement together with the parent(s)/guardian(s) of the Student, this ____ day of _____ at _____, Philippines.

Name and Signature of Student

MICHAEL L. TEE, MD, MHPEd, MBA
Chancellor, UP Manila

Name and Signature of Mother

Name and Signature of Father

Signed in the presence of:

Signature over printed name
of witness

CHARLOTTE M. CHIONG, MD, PhD
Dean, UPCM

ACKNOWLEDGEMENT

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

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

<u>Name</u>	<u>CTC 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 Acceptance to Serve and Assumption of Liability (ASAL) Agreement that consists of three (3) 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 202_._
AY 2016/RP

SURETYSHIP AGREEMENT FOR UPCM ASAL AGREEMENT

This Agreement executed at _____ on _____
(place)
_____ by _____, Filipino, of legal age,
(date) (full name of surety)
 single/ married to _____, with residence and postal address at
(full name of spouse)
_____, hereinafter referred to as "Surety", in favor
(complete address)
of the **University of the Philippines Manila College of Medicine**, with principal office at Pedro Gil St., Ermita, Manila, hereinafter referred to as "UPCM";

WHEREAS, _____ (hereinafter referred to as
(full name of student)
"Principal"), a student of the UPCM Regionalization Program, executed the attached **Acceptance to Serve and Assumption Liability Agreement** ("ASAL Agreement") with UPCM on _____, to which
(date of ASAL)
this Surety Agreement is attached to as ANNEX "B";

WHEREAS, UPCM requires that the due and faithful performance of the provisions of the said ASAL Agreement be underwritten by a Surety;

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Surety, jointly and severally with the Principal, hereby guarantee and warrant to UPCM that the Principal shall comply with and perform all the stipulations contained in the ASAL Agreement, and that if for any reason the Principal fails to comply therewith, the Surety binds himself jointly and severally with the Principal:

"To reimburse the UPCM twice the full of such amount/s as may have been defrayed for the Principal's tuition, government subsidy and scholarship, and all other expenses incurred by the UPCM, with interest at the prevailing legal rate at the time of the breach of the aforesaid ASAL Agreement".

The liability of the Surety under this Agreement shall be solidary, direct and immediate and not contingent upon the enforcement by UPCM of whatever remedies it may have against the Principal, and the Surety shall at anytime on demand, pay to the UPCM whatever amount is owing from the Principal to the UPCM to the extent stated above.

This instrument is intended to be a complete and free indemnity to UPCM for any indebtedness or liability of the Principal arising from the ASAL Agreement. It shall be valid and binding without further notice to the Surety, until the Principal has complied with all her/his obligations under the said ASAL Agreement.

IN WITNESS WHEREOF, the Surety has caused its authorized representative to set her/his hand this ___ day of _____, 201__, in _____.

Name & Signature of SURETY

**Name & Signature of SPOUSE
of SURETY (if married)**

Signed in the presence of:

Signature over printed name of witness

Signature over printed name of witness

ACKNOWLEDGEMENT

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

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

<u>Name</u>	<u>Govt. Issued ID</u>	<u>Issuance Details</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 corporation herein represented.

This instrument refers to as Suretyship Agreement for UPCM Regionalization Program consists of two (2) pages, including the page whereon the acknowledgement is written.

WITNESS MY HAND SEAL on the date and at the place first written above.

Doc. No. ___;
Page No. ___;
Book No. ___;
Series of 202__.

AY2016/RP