

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,
(full name of student)
 single/ married to _____, with residence and
(full name of spouse)
postal address at _____,
(complete address)
hereinafter 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, 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 Return Service Agreement (RSA) or 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 Article I below *under the abovementioned Policy and is aware of the requirements of the same; and, for this purpose, the Handbook on the UPCM Return Service Obligation Program for students starting Learning Unit 1 or Learning Unit 3 during the Academic Year 2024-2025 is hereto attached as Annex "A", the same to form an integral part hereof;*

WHEREAS, the RSA becomes effective only upon acceptance of the Student to the UP Manila College of Medicine;

WHEREAS, in consideration of her/his admission to the UPCM and her/his being covered under the abovementioned Policy and considering her/his availment of state subsidy for her/his tuition and other fees, the Student is thus required by UPCM to render health care services in the Philippines, immediately after her/his 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;
3. Obtain a Philippine Medical License within 2 years from the date of her/his UPCM graduation
4. Render health care services in the Philippines for a minimum of three (3) years within five (5) years from the date of her/his UPCM graduation;

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 the preceding 6 months providing the necessary details as required by the UPCM.

Article II. Penalty for Breach of Obligation

1. The Student acknowledges and agrees that before the completion of her/his 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, her/his transcripts of grades and/or diploma shall bear the statement *“Subject to compliance with to 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 Hold Harmless Clause

Any loss and/or damage caused by the Student to any person as a result of or in connection with her/his 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 her/his 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 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 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

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

Address of the Witness: _____

ACKNOWLEDGMENT

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

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

<u>Name</u>	<u>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 a Return Service 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__.

**SURETYSHIP AGREEMENT
for
UPCM RETURN SERVICE AGREEMENT (RSA)**

This Agreement executed at _____ on _____
(place)
_____ by _____, Filipino, of legal age,
(date) *(full name of surety)*
single/ married to _____, with residence and postal address
(full name of spouse)
at _____, gainfully employed and/or with property,
(complete address)
hereinafter referred to as "Surety", in favor 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, executed the attached **Return Service
Agreement** with UPCM on _____, to which this Surety
(date of RSA)
Agreement is attached as ANNEX "B";

WHEREAS, UPCM requires that the due and faithful performance of the provisions of the said Return Service 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 RSA, 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 RSA".

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 RSA. 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 RSA.

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

ADDRESS OF THE WITNESSES:

1. _____

2. _____

ACKNOWLEDGMENT

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

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

<u>Name</u>	<u>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 corporation herein represented.

This instrument refers to as Suretyship Agreement for UPCM Return Service Agreement Policy that consists of two (2) pages, including the page whereon the acknowledgment 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__.

REPLY SLIP



Please submit together with your Application Form and other admissions requirements.
Incomplete Application forms will not be accepted.

REPLY SLIP

I certify that I have read and understood the policies and the Implementing Rules and Regulations (IRR) governing the **Return Service Agreement (RSA)** and for this purpose, hereby manifest my acceptance and/or faithful adherence thereto.

Signature over printed name:

Applicant

Parent / Guardian (s)

Date: _____