

UNIVERSITY OF THE PHILIPPINES MINDANAO
Mintal, Tugbok District, Davao City

FOREIGN FELLOWSHIP/STUDY LEAVE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This FOREIGN STUDY FELLOWSHIP AGREEMENT executed this _____ day of _____, 200____ at _____ Philippines, by and between: THE UNIVERSITY OF THE PHILIPPINES SYSTEMS, hereinafter referred to as the UNIVERSITY, an institution of higher learning created under Act. No. 1870, as amended, with principal office at Diliman, Quezon City, and represented in this agreement by _____, duly authorized for the purpose ; and _____, of legal age, Filipino, single/married/separated, residing at _____ and employed as _____ in _____ hereinafter referred to as the GRANTEE,

W I T N E S S E T H

WHEREAS, the UNIVERSITY through its foreign study fellowship/foreign study leave/foreign special detail program, encourages faculty development;

WHEREAS, foreign study fellowship, foreign study leave with pay, and foreign special detail with pay are available to qualified faculty and other personnel intending to pursue a teaching career in the UNIVERSITY or to pursue advance studies abroad

WHEREAS, the GRANTEE, after proper screening and selection, has been found qualified for and duly award _____ beginning _____ to enable him/her to pursue the degree of _____ in the _____:

NOW, THEREDORE, for and in consideration of the foregoing premises, the UNIVERSITY and the GRANTEE hereby agree as follows:

1. The Grantee shall observe pertinent rules and regulations promulgated by the UNIVERSITY governing scholarship/ fellowship/ study leaves/ special detail, and pursuance thereof.
2. The GRANTEE shall attend such institutions and for such period of time as are specified in the NOTE (or notices) OF AWARD OF SCHOLARSHIP/ FELLOWSHIP/ STUDY LEAVES/ SPECIAL DETAIL hereto appended or ANNEX A or as may be determined by the President of the UNIVERSITY or his duly-authorized representative; provided, that subsequent notices, if there be any, shall be appended hereto as ANNEX A-1, ANNEX A-2, etc., as the case may be.
3. The GRANTEE shall observe all the rules, regulations, and laws of the institution or institutions which he/she may be instructed to attend.
4. The GRANTEE shall pursue diligently and faithfully the courses or study specified in the NOTICE(s) OF AWARD.
5. The GRANTEE shall retain the scholarship/ fellowship/ study leave/ special detail throughout the period stipulated in the NOTICE(s) OF AWARD, unless compelled to withdraw therefrom for justifiable reasons and only upon approval of the President of the UNIVERSITY of his duly-authorized representative. He/ She shall engage in no other occupation during the said period that the study or research specified in the said NOTICE(s), except upon the special permission by the President of the UNIVERSITY or his duly-authorized representative.
6. The GRANTEE shall return immediately to the Philippines upon completion/termination of his/her scholarship/ fellowship/ study leave/ special detail abroad and resume to discharge the duties of his/her position as _____ or such other appropriate position to which he/she may be assigned by the President of the UNIVERSITY or his duly-authorized representative, for a period of time at the rate of two (2) years for every year or a fraction thereof not less than six (6) months spend abroad on scholarship/ fellowship/ study leave/ special detail at the expense of the UNIVERSITY and/ or with the use of external, financial grants given the GRANTEE through or upon endorsement of the UNIVERSITY in connection with his/her scholarship/fellowship/ study leave/ special detail. Where the scholarship/ fellowship/ study leave detail is for a period of less than six (6) months but not less than two (2) months, the return service shall be one (1) year and if the scholarship/ fellowship/ study leave/special detail is for a period of less than two (2) months, the return service shall be six (6) months. Those on full study leave without pay local or abroad) are subject to the same requirements as LOCAL faculty fellows, EXCEPT IN THE MATTER OF THE RETURN SERVICE OBLIGATION. FACULTY

ON FULL STUDY LEAVE WITHOUT PAY SHALL RENDER ONE YEAR OF SERVICE FOR EVERY TWO YEARS OF LEAVE OR A FRACTION THEREOF. The same limits on the total number of years imposed on faculty fellows shall be imposed on those on full study leave without pay. The GRANTEE shall render the return service herein required in the principal unit to which he/she was basically assigned at the start of his/her scholarship/study leave/ special detail. The equivalent amount of 6 months return service for every year of study leave without pay shall be paid by fellow if he/she reneged on his return service obligation.

7. The GRANTEE shall reimburse the UNIVERSITY in full such amount or amounts as may have been defrayed for his/her salary, allowances, transportation, and all other expenses incurred by the UNIVERSITY (for the Philippine Government) as well as such external financial grants as may have been given him/her through or upon endorsement of the UNIVERSITY in connection with his/her scholarship/fellowship/study leave/special detail, in all instances when the funding agency authorized the university to collect when there is a violation, plus an equity charge equivalent to fifty percent (50%) of the total amount expended, with interest at the prevailing legal rate at the time of the breach or revocation of this agreement, in case, either during the life of his/her scholarship/fellowship/study leave/special detail or before completing the required return service he/she:
 - a. withdraws from this agreement for any cause/reason within his/her control; or
 - b. is removed from the service for a cause; or
 - c. in case of his her optional retirement from the service; or
 - d. in case his/her scholarship/fellowship/study leave/special detail is revoked/terminated by competent authority on account of his/her conduct/ behavior that is detrimental to the interest of the UNIVERSITY under the terms and purpose of this agreement.
8. To insure his/her compliance with all the stipulation contained in this agreement, the GRANTEE shall present, before his her departure for abroad, two acceptable sureties who shall execute s suretyship agreement shall be appended hereto as ANNEX B and made an integral part hereof.
9. In lieu of the surety requirement stipulated in 8 above the GRANTEE may present, likewise before his/her departure for abroad, adequate collateral subject to the UNIVERSITY'S right to determine the acceptability and/ or adequacy of the collateral presented.
10. This agreement shall continue to be in force until both parties shall have fulfilled their respective obligations pursuant hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above mentioned.

BY _____
University

Grantee

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
PROVINCE OF DAVAO DEL SUR } S.S.
MUNICIPALITY OF DAVAO }

BEFORE ME, A Notary Public for and in _____
this _____ day of _____, 200____ personally appeared:

	CTC NO.	Date & Place Issued
1. _____	_____	_____
2. _____	_____	_____

both known to me and to me known to be the same persons who executed the foregoing fellowship agreement and acknowledged to me that the same is their true and voluntary act and deed.

I further acknowledge this instrument, which includes the foregoing agreement and this page on which this acknowledgment is written, signed by the parties and their witnesses and sealed with my notarial seal.

NOTARY PUBLIC
Until December 31, 200_____

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 200 _____:

UNIVERSITY OF THE PHILIPPINES MINDANAO
Mintal, Tugbok District, Davao City

SURETYSHIP AGREEMENT
for
FOREIGN STUDY FELLOWSHIP

This Agreement executed at _____,
Philippines, jointly and severally by _____,
Filipino, of legal age, married to _____,
with residence and postal address at _____,
_____ and _____,
Filipino, of legal age married to _____,
with a residence and postal address at _____,
_____ both of whom are hereinafter
referred to as SURETIES, in favor of the UNIVERSITY OF THE PHILIPPINE SYSTEM, an
institution of higher learning created under Act No. 1870, as amended, with principal office at
Diliman, Quezon City, Philippines and herein after referred to as the UNIVERSITY.

W I T N E S S E T H

WHEREAS, _____, hereinafter referred to as PRINCIPAL, a
staff member of the UNIVERSITY, entered into with the UNIVERSITY, a FOREIGN STUDY
FELLOWSHIP AGREEMENT on _____
to which this Suretyship is appended as ANNEX B;

WHEREAS, the UNIVERSITY requires that the due and faithful performance of said
FOREIGN STUDY FELLOWSHIP AGREEMENT be underwritten by two SURETIES:

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned
SURETIES, jointly and severally with the PRINCIPAL, hereby guarantee and warrant to the

UNIVERSITY, that the PRINCIPAL shall comply with and perform all the stipulations contained in the said FOREIGN STUDY FELLOWSHIP AGREEMENT, and that if for any reason the PRINCIPAL fails to comply therewith, the SURETIES hereby bind themselves jointly and severally with the PRINCIPAL:

To reimburse the UNIVERSITY in full amount or amounts as may have been defrayed for the PRINCIPAL'S salary, allowances, transportation, and all other expenses incurred by the UNIVERSITY (or the Philippine Government) as well as such external financial grants as may have been given him/her through or upon endorsement of the UNIVERSITY in connection with his/her through or upon endorsement of the UNIVERSITY in connection with his/her scholarship/fellowship/study leave/ special detail, plus an equity charge equivalent to fifty percent (50%) of the total amount expended, with interest at the prevailing legal rate at the time of the breach or revocation of the aforesaid FOREIGN STUDY FELLOWSHIP AGREEMENT, in case either during the life of his/her scholarship/fellowship/ study leave/ special detail or before completing the required return service PRINCIPAL-

- a. withdraw from said fellowship agreement for any cause/reason within his/her control; or
- b. is removed from the service for cause; or
- c. in case of his/her optional retirement from the service; or
- d. in case his/her scholarship/fellowship/study leave/ special detail is revoked/ terminated by competent authority on account of his/her conduct behavior that is detrimental to the interest of the UNIVERSITY under the terms and purposes of the said fellowship agreement.

The liability of the SURETIES under this Agreement, shall be solidary, direct and immediate and not contingent upon the pursuit by the UNIVERSITY of whatever remedies it may have against the PRINCIPAL, and either or both SURETIES shall, at anytime on demand, pay to the UNIVERSITY whatever amount is owing from the PRINCIPAL to the UNIVERSITY to the extend above stated.

This instrument is intended to be complete and full indemnity to the UNIVERSITY to the extent above stated, for any indebtedness or liability of any kind by the PRINCIPAL to the UNIVERSITY form time to time by virtue of the aforesaid FOREIGN STUDY FELLOWSHIP AGREEMENT dated _____.

It shall be valid and binding without further notice to the SURETIES until the PRINCIPAL shall have complied with all his/her obligations under the said fellowship agreement.

IN WITNESS WHEREOF, the SURETIES have hereunto set their hands at _____ this _____ day of _____, 200 _____.

Surety

Surety

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF DAVAO DEL SUR) S.S

BEFORE ME, a Notary Public for and in _____
this day of _____, 200____ personally appeared:

	<u>CTC NO.</u>	<u>Date & Place Issued</u>
1. _____	_____	_____
2. _____	_____	_____

both know to me and to me known to be the same persons who executed the foregoing Suretyship Agreements, and acknowledged to me that the same is their true and voluntary act and deed.

I further acknowledge that this agreement, which includes the foregoing agreement and this page on which is acknowledgment is written, consists of three (3) pages, all signed by the parties and their witnesses and sealed with my notarial seal.

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

NOTARY PUBLIC
Until December 31, 20_____

Doc. No. _____ :
Page No. _____ :
Book No. _____ :
Series of 20_____ :