

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

LOCAL FACULTY FELLOWSHIP/STUDY LEAVE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This LOCAL STUDY FELLOWSHIP AGREEMENT executed this ____day of _____
200____ at _____, Philippines, by and between:

The UNIVERSITY OF THE PHILIPPINES SYSTEM, hereinafter referred to as the UNIVERSITY, an institution of higher learning, created under Act No. 1870, as amended, with principal office at Diliman, Quazon City, and presented in this Agreement by _____DR. GILDA C. RIVERO_____ duly authorized for the purpose:

and

_____, of legal age, Filipino single/married/separated, residing at _____ and employed as _____ in the University of the Philippines Mindanao hereinafter referred to as the GRANTEE.

W I T N E S S E T H

WHEREAS, the UNIVERSITY through its local faculty fellowship/ local study leave program encourages staff development;

WHEREAS, local faculty fellowship and local study leaves with pay are available to qualified staff members intending to develop their career in the UNIVERSITY;

WHEREAS, the GRANTEE after screening and selection, has been found qualified for and duly awarded _____ beginning _____ in the _____;

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

1. The GRANTEE shall observed the rules and regulations promulgated by the UNIVERSITY governing scholarships/fellowships/study leaves in the pursuance thereof.
2. The GRANTEE shall take courses of study in the _____ leading to the degree specified above, for the period of time stipulated in the NOTICE (or notices) OF AWARD OF FELLOWSHIP/ STUDY LEAVE, hereto appended as 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 pursue diligently and faithfully the courses of study specified in the NOTICE(s) OF AWARD.
4. The GRANTEE shall retain his/her fellowship/study leave throughout the period stipulated in the NOTICE(s) OF AWARD, unless compelled to withdraw therefrom for justifiable reasons and only upon approval by the President of the UNIVERSITY or his duly-authorized representative. He/She shall engage in no other occupation during said period than the study or research specified in the said NOTICE(s), except upon special permission by the President or his duly-authorized representative.
5. Upon completion/termination of his/her scholarship/fellowship/study leave/studies, the GRANTEE shall resume to discharge the duties, of his/her position as _____ in the UNIVERSITY or such other appropriate position to which he/she may may be assigned by the President of the UNIVERSITY of his duly authorized representative, for a period of time at the rate of one (1) year for every year spent on fellowship/study leave at the expense of the UNIVERSITY and/ or with the use of external financial grant given the GRANTEE through or upon endorsement of the UNIVERSITY in connection with his/her scholarship/fellowship/study leave.

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. He/She 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/fellowship/study leave with pay. The equivalent amount of 6 months return service for every year of study leave without pay shall be paid by the fellow if he/she reneged on his return service obligation.

6. The GRANTEE shall reimburse the UNIVERSITY in full such amount or amounts as may have been defrayed for his/her salary and all other expenses (which shall include as well free tuition privilege enjoyed, if any) 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 connection with his/her scholarship/fellowship/study leave in all instances when the funding agency authorized the university to collect the amount when there is a violation, plus an equity charge equivalent fifty (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 or before completing the required return service, he/she--
 - a. withdraw from this 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 scholarship/fellowship/study leave is revoked/terminated by detrimental to the interest of the UNIVERSITY under the terms and purposes of this agreement.
7. To insure his/her compliance with all the stipulations contained in this agreement, the GRANTEE shall present, before he/she may begin to enjoy the scholarship/fellowship/study leave with pay, two acceptable sureties who shall execute a suretyship agreement IN FAVOR OF THE UNIVERSITY OF THE PHILIPPINES SYSTEM, which agreement shall be appended hereto as ANNEX B and made an integral part thereof.
8. In lieu of the surety requirement stipulated in 7 above, the GRANTEE may present, likewise before he/she may begin to enjoy the scholarship/fellowship/study leave, adequate collateral, subject to the UNIVERSITY's right to determine the acceptability and or/ adequacy of the collateral, presented.
9. 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 abovementioned.

UNIVERSITY OF THE PHILIPPINES

By DR. GILDA C. RIVERO _____
University Grantee

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.
)

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

	CTC No.	Date & Place of Issue
1. <u>DR. GILDA C. RIVERO</u>	<u>05517030</u>	<u>01/15/08, Tugbok District</u>
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 acknowledged 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 20_____:

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

SURETYSHIP AGREEMENT
For
LOCAL 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 residence
and postal address at _____ both of whom are
hereinafter referred to as SURETIES, INFAVOR OF THE UNIVERSITY OF THE PHILIPPINES
SYSTEM, AN institution of higher learning created under Act. No. 1870, as amended, with principal
office at Diliman, Quezon City, Philippines and hereinafter 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 AGREEMENT on _____
to which this Suretyship Agreement is appended as ANNEX B;

WHEREAS, the UNIVERSITY requires that the due and faithful performance of said LOCAL
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 LOCAL 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 such amount or amounts as may have been defrayed for the PRINCIPAL's salary and all other expenses (which shall include as well as free tuition privilege enjoyed, if any) incurred by the UNIVERSITY (or the Philippine Government) as well as such external financial grants as may have be given him/her through or upon endorsement of the UNIVERSITY in connection with the PRINCIPAL's scholarship/fellowship/study leave, plus an equity charge equivalent to fifty per cent (50%) of the total amount expended, with interest at the prevailing legal rate at the time of the breach or revocation of the aforesaid LOCAL STUDY FELLOWSHIP AGREEMENT, in case, either during the life of his/her scholarship/fellowship/study leave or before completing the required return service, the PRINCIPAL

- a. withdraw from said fellowship agreement for any case/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 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 a complete and full indemnity to the UNIVERSITY to the extent above stated, for any indebtedness or liability or any kind by the PRINCIPAL to the UNIVERSITY from time to time by virtue of the aforesaid Local 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 _____, 20_____.

Surety

Surety

SIGNED IN THE PRESENCE OF

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
) S, S,

BEFORE ME, a Notary Public for and in _____
this _____ day of _____, 20_____ personally appeared.

	Community Tax Certificate	Date & Place of Issue
1. _____	_____	_____
2. _____	_____	_____

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

I further acknowledged that this instrument, which includes the foregoing agreement and this page on which this 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 at the place first above written.

NOTARY PUBLIC
Until December 31, 20_____

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