

UNIVERSITY OF THE PHILIPPINES
Quezon City
FOREIGN FELLOWSHIP / STUDY LEAVE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This FOREIGN STUDY FELLOWSHIP AGREEMENT executed this day of 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 of legal age, Filipino, single/married/separated, residing at and employed as hereinafter referred to as the GRANTEE.

WITNESSETH

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

WHEREAS, the GRANTEE, after proper screening and selection, has been found qualified for and duly awarded beginning in to enable him/her to pursue the degree of 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 observe pertinent rules and regulations promulgated by the UNIVERSITY governing scholarships/fellowships/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 LEAVE/SPECIAL DETAIL 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 observe all the rules, regulations, and laws of the institution or institutions 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 of study specified in the NOTICE(s) OF AWARD.
5. The GRANTEE shall retain the scholarship/fellowships/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 or his duly-authorized representative. He/She shall engage in no other occupation during the said period than the study or research specified in the said NOTICE(s), except upon 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 a rate of two (2) years for every year or a fraction thereof not less than six (6) months spent 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/special 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. For every year of study leave without pay the return service requirement shall be one (1) year. 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. Service in another office or agency of the Republic of the Philippines shall not be considered as service in the UNIVERSITY for the purpose of this agreement, except for meritorious cases to be approved by the Board of Regents upon the recommendation of the Chancellor and the President.
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 (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 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 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 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 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 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 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

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University
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Grantee

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)) S.S.

BEFORE ME, a Notary Public for and in personally appeared: thisday of 20.....
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.