

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

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 whom are hereinafter referred to as  
SURETIES, IN FAVOR 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.

WITNESSETH

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

WHEREAS, the UNIVERSITY requires that the due and faithful performance of said FOREIGN  
FELLOWSHIP/STUDY LEAVE 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 FELLOWSHIP/STUDY  
LEAVE 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, 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 the aforesaid FOREIGN FELLOWSHIP/STUDY LEAVE AGREEMENT, in  
case either during the life of his/her scholarship/fellowship/study leave/special detail or before  
completing the required return service, the PRINCIPAL -

- a. withdraws 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 of 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 extent 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 of any kind by the PRINCIPAL to the UNIVERSITY from time to  
time by virtue of the aforesaid FOREIGN FELLOWSHIP/STUDY LEAVE 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 ....., 19.....

.....  
Surety Surety

SIGNED IN THE PRESENCE OF:

.....

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
) S.S.

BEFORE ME, a Notary Public for and in ....., this .....day of  
....., 19....., 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 Suretyship Agree-  
ment, 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.

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

Doc. No. ....  
Page No. ....  
Book No. ....  
Series of 19 .....

NOTARY PUBLIC  
Until Dec. 31, 20.....