## 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 .....

20....., 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 ......

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## 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 screeni	ng and selection, has been found qualified for and duly
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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.

special detail. Where the scholarship/fellowship/study leave/special detail is for a period of less than six (6) months but not less 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 <u>without pay</u> 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 abovementioned.
- By

University		Grantee
SIC	GNED IN THE PRESENCE OF:	
	ACKNOWLEDGEMENT	
REPUBLIC OF THE PHILIPPINES)		
) S.S.		
BEFORE ME, a Notary Public for an	d in	thisday of
	ĆTĊ No.	Date & Place Issued
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both known to me and to me known to b	be the same persons who executed the	foregoing fellowship agreemen
and acknowledged to me that the same is	their true and voluntary act and deed	
and acknowledged to me that the same is I further acknowledge this instrument,		
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I further acknowledge this instrument, acknowledgment is written, signed by t	which includes the foregoing agreement the parties and their witnesses and	ent and this page on which thi sealed with my notarial seal

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