



UNIVERSITY OF THE PHILIPPINES MANILA
The Health Sciences Center

SABBATICAL RETURN SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This RETURN SERVICE CONTRACT executed this ____ day of _____ 202__ at _____, Philippines, by and between:

The UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its Constituent University, University of the Philippines Manila, with official address at 8th Floor Central Block Bldg, PGH Compound, Taft Avenue, Ermita, Manila, 1000, represented herein by Dr. Michael L. Tee, Chancellor, hereinafter referred to as the “UNIVERSITY”;

and

_____, of legal age, Filipino, single/married/separated, residing at _____ and employed as _____

_____ in _____ hereinafter referred to as the GRANTEE.

WITNESSETH: That

WHEREAS, the UNIVERSITY through its sabbatical program encourages a member of the faculty to take a full-time break from his/her regular duties for a period not exceeding one year, subject to exigencies of the service;

WHEREAS, the sabbatical will also enable the qualified faculty member to pursue his/her scholarly interests full-time and maintain his/her professional standing so that s/he may return to his/her teaching post with renewed vigor, perspective, and insight;

WHEREAS, sabbatical may be granted to faculty members to encourage study, investigation, and research; and to improve their competency to serve the University better;

WHEREAS, the faculty member on sabbatical who takes rest from their teaching duties may opt to continue mentoring, research activities, and committee work during the sabbatical period;

WHEREAS, the sabbatical is a privilege that may be granted to eligible faculty member to take a break and re-energize in the seventh year after six consecutive years of service to the University.

WHEREAS, the UNIVERSITY, subject to exigencies of service, may grant sabbatical to a faculty provided that faculty has served the University for not less than six (6) consecutive years immediately before the sabbatical;

WHEREAS, the eligible faculty member shall have been in active service in the University in the previous two (2) years with a permanent appointment of at least an Associate Professor. Active service is understood to mean direct service to the University, which shall also include special detail.

WHEREAS, a faculty member on secondment and study leave in the last two (2) years before the sabbatical application is not eligible.

WHEREAS, approval of this privilege is subject to faculty resources and staffing requirements of the academic unit of the faculty.

WHEREAS, the GRANTEE, after due diligent screening and endorsement of the appropriate authority, has been found qualified for and duly awarded the SABBATICAL beginning _____ until _____ to give him/her time to _____, (indicate purpose of sabbatical),. with return service requirement of _____ (no. of years).

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

1. The GRANTEE shall observe the rules on the sabbatical of faculty member, as revised per 1369th BOR Meeting on 24 March 2022.
2. The GRANTEE shall synchronize the start of his/her sabbatical with the regular semester/trimester/quarter or midyear, whichever is applicable so that the date of report for service will coincide with, or be close to, the beginning of another semester or midyear.

3. The GRANTEE shall be free to choose the purpose for which he/she will spend the sabbatical including study, research, some scholarly or creative work, rest, renewal, provided existing University rules are not violated.
4. The GRANTEE shall faithfully undertake the activities planned during the sabbatical in accordance with the purpose he/she specified.
5. If the sabbatical is for study or research and the GRANTEE received, in addition to the salary, transportation costs, per diems and other forms of assistance, he/she shall give a seminar/public lecture on his/her research or study at the end of the sabbatical; provided, however, that this requirement shall be optional in the case of those who have not received transportation costs, per diem, and other forms of assistance.
6. After the end of the sabbatical, the GRANTEE shall immediately render a return service to the UNIVERSITY for the period of time equivalent to the actual period availed of as sabbatical. Report back to service shall be understood to mean resumption of teaching duties and/or assumption of administrative assignment.
7. In the event that the GRANTEE fails to comply with the return service requirement, s/he shall reimburse the UNIVERSITY the equivalent of the total salaries and other compensation s/he may have received during the sabbatical. Any request for exemption from the return service requirement due to any serious or debilitating illness or any other compelling reason shall be recommended by the Dean and the Chancellor for approval by the Board of Regents. For this purpose, the GRANTEE shall submit a medical certificate from a competent public health authority or any other document as may prove the reason cited.
8. This agreement shall continue to be in force until both parties shall have fulfilled their respective obligations pursuant hereto.
9. Any dispute in the interpretation, implementation, as well as breach of the terms and conditions of this Sabbatical Return Service Contract, shall be amicably settled by the parties within 30 days from receipt by the GRANTEE of the Notice of Breach issued by UP Manila after which the matter shall be submitted to arbitration.
 - 9.1. The members of the Arbitration Committee shall be assigned by the UP Manila Chancellor and shall be composed of: [i] two (2) faculty members of the UP Manila, selected from any college in UP Manila but not where the GRANTEE is a faculty member; and, [ii] a lawyer from UP Manila who shall act as Chairman of the Arbitration Committee and shall only vote to break a tie.

- 9.2. The decision of the Arbitration Committee shall be final, unappealable and subject for execution after 15 days from the date the Decision is deemed received by the GRANTEE.
 - 9.3. If there is no voluntary compliance within the time specified in the Decision, the Decision shall be subject to execution by the appropriate court in the City of Manila or in the place of residence of the GRANTEE, at the option of UP Manila.
10. The GRANTEE through this Sabbatical Return Service Agreement hereby gives his/her consent to UP Manila through its officials and designated persons for it to collect and process his/her personal data and related information such as the status of his/her study, research, scholarly or creative work, rest, renewal, or report for service provided existing University rules are not violated, and standing from the college where he/she is a faculty member of, in order to monitor his/her compliance with this Sabbatical Return Service Agreement without need for any other written authorization.
11. Miscellaneous provisions
 - 11.1. Amendments - This Agreement may only be amended or supplemented in writing and signed by the Parties.
 - 11.2. Severability - Any provision of this Agreement held by the arbiter or court to be void or illegal shall not affect the other provisions which shall remain in full force and effect.
 - 11.3. Interpretation - The terms and conditions of this Sabbatical Return Service Agreement shall be interpreted in favor of the objectives of the Return Service Policy of UP Manila. This Agreement shall likewise be interpreted in harmony with applicable laws.
 - 11.4. Non-waiver - Inaction by a party on a breach by the other party of any provision of this Agreement shall not constitute a waiver on its enforcement.
 - 11.5. Entire Agreement - This Agreement embodies the entire agreement of the parties and supersedes previous agreements and representations.
 - 11.6. Survival of provisions - All provisions relating to the rights and obligations of the parties and their enforcement shall survive after the termination of this Agreement.
 - 11.7. Effectivity - This Sabbatical Return Service Agreement shall be effective as of the date signed by the party who last signed. In case of the failure of one of the parties to indicate the date signed, the reckoning date is the date indicated by the party who indicated the

date of signing. If both parties failed to indicate the date of signing, the reckoning date is the date of notarization. If this Sabbatical Return Service Agreement is separately notarized, the reckoning date is the date of notarization of the copy that is last notarized. If this Sabbatical Return Service Agreement is neither dated by the parties or notarized, the reckoning date is the date when the copy of the signed Sabbatical Return Service Agreement is received by UP Manila, the college where the GRANTEE is a faculty member, or the Human Resource Development Office (HRDO).

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

UNIVERSITY OF THE PHILIPPINES MANILA :

By:

Chancellor

Faculty Member

SIGNED IN THE PRESENCE OF

*VCAA
Witness*

Dean, College of _____

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary for and in _____, this _____ day of _____ 202__ personally appeared:

	NAME	GOVERNMENT ISSUED ID No.	Date/Place of Issue
1.	_____	_____	_____
2.	_____	_____	_____

appeared in person before me this _____ day of _____, 20 _____ in _____, presented to me an integrally complete instrument or document, exhibited to me their _____ and represented to me that the signature thereon were voluntarily affixed by them for the purposes stated therein, and declared that they executed the same as their free and voluntary act and deed. If acting in a particular representative capacity, that they have the authority to sign in that capacity.

The principals have been identified through their competent documents of identity namely: their current Government Issued ID: _____ and _____, respectively bearing their photographs and signatures.

NOTARY PUBLIC

Until December 31, 202__

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Series of 202 _____