

UNIVERSITY OF THE PHILIPPINES
Quezon City

LOCAL FACULTY FELLOWSHIP / STUDY LEAVE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This LOCAL STUDY FELLOWSHIP AGREEMENT executed this ____ day of _____ 20____ at _____, Philippines, by and between:

“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 Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City 1101, Philippines, represented herein by its Chancellor, **FIDEL R. NEMENZO, D.Sc.**, hereinafter referred to as the **“UNIVERSITY”**;
a n d

_____, 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 local faculty fellowship/local study leave program, encourages staff development;

WHEREAS, local faculty fellowships / local study leaves 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 a Local Faculty Fellowship / Study Leave with / without pay beginning _____ to enable him / her to pursue the degree / course _____ 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 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 Chancellor or the President of the UNIVERSITY, in the case of System employees. 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 be assigned by the Chancellor or the President of the UNIVERSITY in the case of System employees or their 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. For every year of study leave without pay, the return service requirement shall be one-half (½) year. If the fellow reneged on his / her return service obligation, he / she must pay the equivalent amount. 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.

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 in 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 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 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 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.

7. To ensure 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, two acceptable sureties who shall execute a suretyship agreement or post a performance bond issued by the Government Service Insurance System (GSIS) or its duly designated representative IN FAVOR OF THE UNIVERSITY OF THE PHILIPPINES, which agreement shall be appended hereto as ANNEX B and made an integral part thereof.

8. In lieu of the surety requirement or bond 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 above mentioned.

UNIVERSITY OF THE PHILIPPINES:

By :

FIDEL R. NEMENZO, D.Sc.
Chancellor

Grantee

SIGNED IN THE PRESENCE OF:
