

**COLLEGE OF MEDICINE**  
University of the Philippines Manila  
Pedro Gil St., Ermita, Manila

Regionalization Program  
**ACCEPTANCE TO SERVE AND ASSUMPTION OF LIABILITY  
(ASAL) AGREEMENT**

This Acceptance to Serve and Assumption of Liability Agreement ("ASAL Agreement") made and executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines by and between:

\_\_\_\_\_  
(name of student) Filipino, of legal age,  
single/married to \_\_\_\_\_, with residence and postal  
address at \_\_\_\_\_,  
hereinafter referred to as "**Student**";

- and -

University of the Philippines Manila College of Medicine, with principal office at Pedro Gil St., Ermita, Manila, herein represented by its Chancellor, \_\_\_\_\_ hereinafter referred to as "**UPCM**";

WITNESSETH: That

WHEREAS, the Regionalization Program of the UPCM hereinafter referred to as (the "Program") strives to ensure excellence and leadership in community-oriented medical education, research and service, using the primary health care approach, intended especially for the underserved;

WHEREAS, the Student has applied to the Program and is aware of the requirements of said program and for this purpose, the Primer on the Regionalization Program is hereto attached as Annex "A", the same to form an integral part hereof;

WHEREAS, the ASAL Agreement becomes effective only upon acceptance of the student to the College of Medicine;

WHEREAS, in consideration of his/her admission to the Regionalization Program and his/her being covered under the abovementioned agreement and his/her availment of state subsidy for his/her tuition fees, the Student is required by UPCM to render health care services in his/her region \_\_\_\_\_ or other underserved regions of the Philippines, (*specific province*) immediately after his/her graduation;

**NOW, THEREFORE**, in consideration of the foregoing premises, the Parties agree as follows:

**Article I. Obligations of the Student**

The Student, having been accepted into the Regionalization Program (the "Program") of the UPCM and covered by/under the ASAL Agreement shall:

1. Faithfully adhere to the Vision-Mission of the UPCM specifically the ideals and requirements of the Program;

2. Abide by the prescribed course or instruction unless sooner separated or dismissed by competent authority for failure to cope with the academic and/or disciplinary standards, rules and regulations;

3. Render health care services in his/her region \_\_\_\_\_ or other  
(*specific province*)

underserved regions of the Philippines, immediately after graduation, for a minimum of five (5) years unless unable to do so due to physical and/or mental incapacitations as determined by UPCM authority;

4. Submit on or before December 31 of every year for five (5) years, beginning the year he/she graduated from UPCM, a report of his/her health care activities and services for that year, specifying the following minimum required information: (1) exact location and address where he/she is currently working; (2) nature of his/her work; (3) the community served; and (4) career plans/goals for the succeeding year.

### **Article II. Penalty for Breach**

1. The Student acknowledges and agrees that upon failure to comply with his/her obligations under the ASAL Agreement, his/her transcripts of grades shall bear the statement "Has not complied with the return service obligation policy. For employment within the Philippines only".

2. In addition, the Student shall be held liable for breach of contract jointly and severally with his/her parents or guardians, and guarantor/surety as provided for in the Suretyship Agreement hereto attached as Annex "C" and reimburse to UPCM **twice** the full amount of his/her tuition, government subsidy and scholarship, and all other expenses incurred by UPCM during his/her entire period of schooling as a student of the Program, with interest at the prevailing legal rate at the time of the breach of the aforesaid ASAL Agreement, in the event that he/she shall fail to fulfill the above mentioned obligation in paragraphs 3 and 4 of Article I, for no justifiable reason as determined solely by UPCM authority.

### **Article III. Free and Hold Harmless Clause**

Any loss and/or damage caused by the Student to any person as a result of his/her performance of health care services as required under this ASAL Agreement shall be the sole and exclusive liability and responsibility of the Student. In this connection, the Student holds UPCM free and harmless from all claims, liabilities, proceedings, damages, costs, charges and expenses whatsoever arising out of or as a result of such loss and/or damage.

### **Article IV. Alternative Dispute Resolution**

In case of a dispute between the Parties, arising from the breach by the Student of his/her obligations under this ASAL Agreement, they hereby agree to freely and voluntarily submit themselves to the necessary consultation and negotiation for purposes of amicably settling their dispute. Should the Parties fail to reach an amicable settlement, any dispute or controversy arising from this Agreement shall be submitted to arbitration, in accordance with law (RA 9285). Finally, the Parties agree that should their dispute reach the courts of law, the competent courts of Manila shall have exclusive jurisdiction over the same.

**IN WITNESS WHEREOF**, the Parties hereto hereby sign this ASAL Agreement together with the parent(s)/guardian(s) of the Student, this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Name and Signature of Student

\_\_\_\_\_  
*Chancellor, UP Manila*

\_\_\_\_\_  
Name and Signature of Father

\_\_\_\_\_  
Name and Signature of Mother

Signed in the presence of:

\_\_\_\_\_  
Signature over printed name  
of Witness

\_\_\_\_\_  
*Dean, UP College of Medicine*

**ACKNOWLEDGMENT**

Republic of the Philippines)  
\_\_\_\_\_, Metro Manila) s. s.

**BEFORE ME**, this \_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_,  
personally appeared:

<u>Name</u>	<u>CTC No/GIID No.</u>	<u>Date/Place Issued</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the institution represented.

This instrument refers to an Acceptance to Serve and Assumption of Liability (ASAL) Agreement that consists of four (4) pages, including the page whereon the acknowledgment is written.

**WITNESS MY HAND AND NOTARIAL SEAL**, on the date and place above-written.

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of \_\_\_\_: