

RETURN SERVICE AGREEMENT

(For _____ semester/ term of academic year _____ - _____)

Please read carefully the instructions provided below before filling up and executing this agreement.

This Return Service Agreement (RSA) is made and executed this _____ day of _____ (DATE)

_____ in _____, Philippines by and between:

_____, Filipino, of legal age, single/
widow(er)/ Married to _____, with residence and postal
address at _____ herein referred to as **Student**;
(FIRST NAME) (MIDDLE NAME) (FAMILY NAME)
(NAME OF SPOUSE)
(ADDRESS)

Assisted by:

_____ (if student is a minor)
(COMPLETE NAME OF PARENT/GUARDIAN)

With the consent and knowledge of: _____, (if the
(COMPLETE NAME OF LEGAL SPOUSE)

student is married) Filipino, of legal age, single/married/ widow(er) and with residence and postal
address at _____, hereinafter referred to as the
(PERMANENT ADDRESS)

Parent/Legal Guardian/Legal Spouse;

-and-

BENGUET STATE UNIVERSITY, a public educational institution of higher learning established and existing under the laws of the Republic of the Philippines, having principal office at Km. 5, La Trinidad, Benguet, Philippines, represented herein by its President **DR. FELICIANO G. CALORA JR.**, hereinafter referred to as "**BSU**"; and

WITNESSETH, That

WHEREAS, Republic Act no. 10931, otherwise known as the Universal Access to Quality Tertiary Education Act" (hereinafter referred to as the "**act**") and its Implementing Rules and Regulations in relation to Republic Act no. 10687 require that a return service system for students benefitting from the free higher education provisions of the Act be adopted in the best interest of the public and consistent with, or responsive to, national, social, economic, and human resources development plans;

WHEREAS, in consideration of the student's admission to the BSU and the avilment of the free education program of the government under the act, the STUDENT is, thus, required to comply with the return service policy of the Benguet State University, subject to the conditions herein provided;

NOW THEREFORE, the foregoing premises considered, the Parties hereto hereby agree as follows:

Article 1: Obligations of the Student

The Student, having been accepted to the BSU College/Institute of _____ and covered by the RETURN SERVICE
(COMPLETE NAME OF COLLEGE OR INSTITUTE)

POLICY (RSP), shall:

1. Abide by the Vision, Mission, Goals and Objectives of BSU and the Program objectives and outcomes of the College/Institute;
2. Abide by the prescribed course of instruction unless sooner separated or dismissed by competent authority for failure to cope with the academic and/or disciplinary standards, rules and regulations;
3. Comply with the return service policy of the institute/college under this agreement, the university return to service policies and subsequent issuances as may from time to time be imposed by the University in the implementation of the return service policy as required by law. The return service obligation shall be subject to the following conditions:

- a. In general, the concerned college/institute shall determine the nature of and, solely for purposes of determining compliance to the obligation, have supervision over the return service to be performed by the student which shall, as much as possible, be in line with the student's degree course;
 - b. The return service obligation shall be performed within the duration of the semester/term the student is currently enrolled in subject to the specific guidelines as provided or may hereafter be provided under the BSU return service policy and related rules;
 - c. The performance of the return service obligation may be within the University or in favor of other government agencies or non-government organizations.
 - d. Students who opted to make a voluntary contribution to BSU shall still render a return service for a proportionate period as may be determined by BSU in its guidelines in pursuance of the provisions of Republic Act No. 10931. The return service shall be computed using the formula provided under the applicable University return service policies and / or subsequent issuances or amendments;
 - e. The concerned college dean or institute director shall, upon satisfaction of full compliance by the student, issue a certification as to the compliance by the student of his/her return service obligation.
4. The student fully understands and acknowledges that the term "**other similar or related fees**" as defined by law and to which payment he / she is entitled to exemption shall refer and be restricted only to: "**(1) library fees; (2) computer fees; (3) laboratory fees; (4) school ID fees; (5) athletic fees; (6) admission fees; (7) development fees; (8) guidance fees; (9) handbook fees; (10) entrance fees; (11) registration fees; (12) medical and dental fees; (13) cultural fees**" or synonymous thereto. As a consequence, he, / she may also be required to pay the fees not falling under the definition provided by law for "**tuition fee**" and "**other similar or related fees**";

Article 2: Penalty for Breach of Obligation

1. The Student acknowledges and agrees that his/her compliance with the return service policy of his/her college/institute shall form part of the admission and retention policies of the University. As such, non-compliance or unsatisfactory compliance with the return service policy may be a ground for non-admission in the University.
2. The student acknowledges and agrees that this agreement shall be subject to such policies which may be imposed from time to time by the University in the implementation of the return service policy pursuant to law.

Article 3: Free and Hold Harmless Clause

Any loss and/or damage incurred by or caused by the Student to any person as a result of or in connection with his/her performance of return service obligation shall be the sole and exclusive liability and responsibility of the student and his/her parent/legal guardian/ spouse. In this connection, the student/parent/legal guardian/ legal spouse holds BSU 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.

IN WITNESS WHEREOF, the Parties hereto hereby sign this Return Service Agreement together with the parent(s)/legal guardian/legal spouse of the Student, this _____ day of _____ 20____ at
(Date) (Month)
 La Trinidad, Benguet, Philippines.

 Signature over printed name of student

FELICIANO G. CALORA JR., Ph.D.
 University President
 Benguet State University

Conforme:

 Signature over printed name of parent/legal guardian/legal spouse

 College Dean/Institute Director

 Vice President for Academic Affairs

INSTRUCTIONS:

1. *This form shall be accomplished in **FOUR (4) ORIGINAL COPIES** with ORIGINAL Signatures affixed as appearing on the competent evidence of identity (proof of identification) to be presented;*
2. **Both** *student and parent/legal guardian/legal spouse (if the student is a minor or is married) must present a competent evidence of identity such as:*
 - a. *any **valid government** issued ID (Philhealth/ SSS/ GSIS/ UMID, etc.);*
 - b. *Tax Identification Number card;*
 - c. *Passport*
 - d. *barangay, NBI or police clearance containing the picture and signature of the student or parent;*
3. *All blank portions must be filled up legibly by the student;*
4. *If the student is a minor, he/she must be assisted by his/her parent or legal guardian;*
5. *All parties and their witnesses shall sign above their respective printed names in the provided portions, **AND** in the left margin portion of the other pages;*
6. *In case of inapplicability of a blank portion as when the student is of the age of majority (legal age) or single, put three "X's" in the blank portion OR place "Not applicable" in each and every blank portion;*
7. **Both** *the student and the signing parent or legal guardian/ legal spouse **MUST** be physically present during the act of notarization (If the student is a minor or married). There shall be no exception to this unless the spouse is physically unable to appear before the notary public as when the spouse is abroad.*