

**FORM OF AGREEMENT TO BE SIGNED BY TEACHERS/
OFFICERS/ OTHER EMPLOYEES PROCEEDING
ON FULL - PAY STUDY LEAVE**

(This form should not be amended without the approval of the University Grants Commission)

AGREEMENT

THIS Agreement is made **AND ENTERED INTO AT** _____
On this _____ day of _____ Two Thousand and Fifteen **BY**
and Between the University of _____ of
_____ (hereinafter sometimes referred to as the University)
of the One part and (1) _____
_____ of _____
_____ (hereinafter referred to as the said Teacher/Trainee) of the
Other part.

(1) Full name of
Teacher/Officer/Other
Employee

WHEREAS the (2) _____
_____ (hereinafter sometimes referred to as the Awarding Agency) has
awarded a Scholarship tenable for a period of (3) _____
_____ (hereinafter referred to as the prescribed period) to the said
Teacher/Trainee to enable him/her to undergo a course of study or training to
obtain a Ph.D/Master's Degree or to obtain any other postgraduate
qualifications.

(2) Name of the
Awarding Agency
(3) Period of Leave

AND WHEREAS the University has agreed to grant the said Teacher/Trainee
(3) _____ full-pay study leave on the
terms and conditions hereinafter set out to enable him/her to undertake the
said course of study or training.

AND WHEREAS the said Teacher has agreed to accept the said Scholarship
upon the said terms and conditions and to proceed to (4) _____
_____ for the purpose aforesaid.

(4) Country where the
study/training is to be
undertaken.

NOW this Agreement witnesseth and it is hereby agreed *BETWEEN THE PARTIES* as follows : -

01) That the University agrees to grant the said Teacher/Trainee the said leave on full pay commencing on _____ for the purpose of enabling the said Teacher/Trainee to pursue the said course of study or training at (4) _____

02) That the said Teacher/Trainee shall proceed to (4) _____ as and when directed to so by the University and shall there diligently pursue during the prescribed period, the course of study and or training arranged for him/her by the Awarding Agency and/or the University.

03) That the said Teacher/Trainee shall on arrival in (4) _____ report himself/herself to the person/persons nominated by/or to the Administrative Head of the Awarding Agency and shall carry out all instructions which he/she may receive from time to time from such person or persons as directed by the said Awarding agency and/or the University in regard to his/her work.

04) That the said Teacher/Trainee shall, during his/her stay in (4) _____ attend to whatever work the course of his/her said study or training may involve and duly comply without deviation with whatever instructions he/she may receive in regard to his/her work, residence and otherwise from the Awarding Agency.

05) That the said Teacher/Trainee shall not, either pursue any course of study or training for the purpose of obtaining or obtain any qualifications and/or training other than those prescribed herein during the prescribed period without the previous written approval of the Vice Chancellor of the University.

06) That if at any time during the course of his/her study or training the said Teacher/Trainee shall have worked on or discovered any new process, technique or formula arising directly out of the facilities provided for him/her, he/she Shall forthwith disclose such process, technique or formula complete with all details and send it under registered cover to the (5) _____ and shall at all times keep and maintain complete secrecy on the subject until the same is released by the Vice Chancellor.

(5) Designation of Head of the Institution (Vice Chancellor)

07) That the said Teacher/Trainee shall not demand, receive or appropriate any fees or payments from the Authorities in charge of his/her study and training for any work done or service rendered by him/her during the period of the said course of study or training. Should any such fees or payments as aforesaid be made to him/her at any time, he/she shall dispose of same as directed by the _____

08) That the said Teacher/Trainee shall during his/her stay in (4) _____ send to the (5) _____ periodical reports of his/her study and training certified by the said Administrative Head of the Awarding Agency.

09) That the (5) _____ shall be at liberty to rescind this Agreement and recall the said Teacher/Trainee at any time if-

(A) *THE SERVICE OF THE SAID TEACHER/TRAINEE IS REQUIRED BY THE UNIVERSITY,*

(b) The work and/or conduct of the said Teacher/Trainee is unsatisfactory;

(c) Illness or ill-health of the said Teacher/Trainee makes him/her unfit or unsuitable to continue with the said course of study or training;

(d) the said Teacher/Trainee fails to comply with the terms and conditions herein set forth;

(e) the said Teacher/Trainee fails to send the (5) _____ the periodical reports of his/her studies;

(f) the said Teacher/Trainee criticize or makes offensive or derogatory statements regarding the Government of (4) _____ or of its people or customs. In the event of the Awarding Agency forfeiting the return portion of his/her travel grant for any valid reason the said Teacher/Trainee shall himself/herself meet the cost of his/her return passage to Sri Lanka.

10) That the said Teacher/Trainee shall, after completion of the said course of study or training in (4) _____ forthwith return to Sri Lanka unless otherwise directed by the (5) _____ and resume his/her duties under the University in a capacity decided by the University which decision shall be final and binding on the said Teacher/Trainee and shall serve the University if so required for a term of not less than a (6) _____ from the date of resumption of duties by him/her as aforesaid.

(6) Period of
Obligatory Service

11) That the said Teacher/Trainee shall, within three months of resuming duties, submit a comprehensive report to the (5) _____ incorporating what ever knowledge of matters of general or specific interest to the University which he/she has gained in the course of his/her said study or training in (4) _____ for the information of the University.

12) Any application made by the said Teacher/Trainee to the (5) _____ for termination or extension of his/her period the said course of study or training on the ground of illness while in (4) _____ shall be supported by a certificate from a Medical Officer approved by the (7) _____

(7) Representative
of the Sri Lanka in
Country of study.

13) In the event of extension of the period of study leave or training being granted to the Teacher/Trainee for any reason whatsoever the said Teacher/Trainee shall continue his/her study or training during the extended terms on the same terms as herein contained and the provisions of this agreement shall apply in all respects as though the extended period were originally included as part of the period of study leave or training. It is agreed that the Teacher/Trainee shall, in the event of any such extension as aforesaid being granted, serve the University after resumption of duties for such further period of compulsory service he/she may be called upon to serve in addition to the period of (6) _____ years already provided for herein.

14) (a) That if the Teacher/Trainee resigns his/her Scholarship or abandons his study and or training before the expiration of its tenure for reasons which in the option of the (5) _____ are not satisfactory he/she will be

deemed to have forfeited his/her right to all benefits under this Agreement and shall become liable to reimburse the University the full amount of connection with the said Scholarship up to the date of resignation and shall make his/her own arrangements and meet the expenses of his/her return passage to Sri Lanka.

- (b) That if the said study or training facilities granted to the said Teacher/Trainee be cancelled by the Awarding Agency on account of his/her work and/or conduct being unsatisfactory, or if the said Teacher/Trainee shall be recalled under Clause 9(a), (c), (d) or (e) hereof or if the said Teacher/Trainee shall fail to return to Sri Lanka when directed to do so or sooner determination of his/her said course of study or training or if, after resumption of his/her duties under the University, he/she shall fail to serve the University for a period of at least (6) _____

_____ years from the date of resumption by him/her of his/her appointment under the University before the expiry of the said period of (6) _____ years or if he/she shall be dismissed or removed from office before the expiry of the said period (6) _____

_____ years, he opts to retire before reaching the age of sixty or sixty five years as the case may be or if he/she fails to comply with any of the other terms of this Agreement, then the said Teacher/TRAINEE shall refund and repay to the University the full amount of expenses incurred by the University and the Awarding Agency on account of this Scholarship.

Provided, however, if the said Teacher/Trainee so resigns after having served at least one half (1/2) of the period of obligatory service the said Teacher/Trainee shall pay on demand an amount out of the said sum computed by the University on a prorata basis. In the event of the said Teacher/Trainee fails to pay immediately on demand the amount payable under this Agreement then the said Teacher/Trainee shall, in addition to the said amount, pay to the University the interest on such amount calculated on the prevalent bank rates.

- 15) (a) in the event of the said Teacher/Trainee is becoming liable to pay to the University any sum of money as stipulated in clause (14) (b) hereof the said Teacher/Trainee hereby expresses his/her agreement in terms of Section 94 (c) of the Universities Act No. 16 of 1978 as amended by SECTION 49 of the Universities (Amendment) Act, No. 7 of 1985, to the University deducting and setting off from the balance lying to the credit of the said Teacher/Trainee in his/her

Provident Fund the sum of money due to the University from the said Teacher/Trainee or a part thereof if such balance is insufficient cover the entirety, in terms of this Agreement prejudice to the rights of the University in keeping with the annexure.

- 16) Nothing herein contained shall be deemed to imply or be construed to mean that the University shall employ or be bound to employ the said Teacher/Trainee for the said obligatory period of (6) _____
_____ years on his/her return to Sri Lanka after the completion or sooner determination of his/her course of study and or training.
- 17) it is agreed that a document purporting to be a statement of accounts and purporting to be certified by or on behalf of the (5) _____
_____ shall be prima facie evidence of any of the matters referred to the Clauses 9, 10, 13 and 14 without further or other proof of its execution, contents or signature thereon.
- 18) The Vice Chancellor shall mean the officer holding the post of or acting in the office of the (5) _____
_____ who for the time being is performing the functions now exercised by the (5) _____
- 19) "Expenses" shall include the amount of salary and allowances paid to the Teacher/Trainee during the period of course of study or training, the cost of passages, any special allowances paid to the Teacher/Trainee while undergoing the course of study and or training, medical expenses and any amounts paid as fees, advances and allowances to the teacher or trainee on the teacher's/trainee's behalf for the said course of study and or training.

IN WITNESS WHEREOF THE said parties have signed these presents at _____ of
this _____ day of Two Thousand and Fifteen. Signed by the _____
_____ acting herein for and on behalf of the University in the presence of the following witnesses.

.....
Signature

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

Signed by the said Teacher/Trainee in the presence of the following witnesses:

.....
Signature of Trainee/TEACHER

1. Signature : _____
Name : _____
Address : _____

2. Signature : _____
Name : _____
Address : _____

CERTIFICATE

I certify that this Agreement was signed by the parties and the witnesses before me.

Attorney-at-Law

FORM OF AGREEMENT TO BE SIGNED BY TEACHERS/
OFFICERS/ OTHER EMPLOYEES PROCEEDING
ON NO-PAY

Annex II

(This form should not be amended without the approval of the University Grants Commission)

THIS Agreement is made *AND ENTERED INTO AT* _____ *ON* this _____ day
of _____ Two Thousand and Nine *BY AND Between*
(1) _____ (hereinafter referred to as officer) of the one part
and (2) _____ (hereinafter referred to as
(3) _____) and shall include his successors for the time
being holding the office of (3) _____ acting for an on behalf
of the University (hereinafter referred to as the University) of the other part.

(01) Full name of
Teacher/Officer/
Other Employee
(02) Full name of
Head of Institution
& Designation
(03) Designation of
Head of Institution

WHEREAS the said officer has applied for (4) _____ months leave on no-pay
in the first instance to proceed (5) _____ to
enable him/her to pursue a course of study or training in (6) _____

(04) (Period of
leave on no-pay)
(05) Country where
the study or
training is to be
undertaken.
(06) Course of
Study or training

AND WHEREAS the University has agreed to grant the said Teacher/Trainee
(4) _____ months, leave on no-pay for the purpose aforesaid commencing on
the _____ day of _____ Two Thousand and Nine

Now this Agreement witnesseth and it is hereby agreed as follows:-

01) The University agrees to grant the said Teacher/Trainee (4) _____ months,
leave on no-pay commencing on the _____ day of _____ Two
Thousand and Nine for the purpose of enabling the said Teacher/Trainee to proceed
to (5) _____ and there pursue a course of study or training
(6) _____

02) the said officer agrees _____

- (i) that he/she will diligently and without deviation pursue the course of study or training for which purpose the said leave on no-pay has been granted.
- (ii) that he/she will not change his/her course of study or training during the said leave on no-pay nor curtail the course of study or training nor use any unexpired of such leave on no-pay for any other purposes without the prior sanction of the said (3) _____

(ii) that he/she will on completion of the period of leave on no-pay as aforesaid or on completion of the said course of study or training, whichever is earlier, forthwith return to Sri Lanka and resume his/her duties under University in a suitable capacity, on the suitability of which the decision of the University shall be final and binding on the said officer and that he/she will serve the University for a term of not less than (7) _____ months from the date of resumption by him/her of his/her duties as aforesaid.

(07) Period of obligatory service calculated terms of Sub-section 16.15 of chapter xii)

(iv) that, if he or she should fail to obtain the required qualifications or if he/she should fail to return to Sri Lanka on the expiration of the leave on no-pay granted to him/her, or having returned to Sri Lanka he/she should fail to resume duties under University as aforesaid or if after resumption of duties under University he/she should fail to serve the University for a period of at least (7) _____ months from the date of resumption by him/her of his/her duties as aforesaid or, if after resuming the duties aforesaid, he /she should resign his/her appointment under University before the expiry of the said period(7) _____ months, or if he/she should be dismissed or removed from office before the expiry of the said period of (7) _____ months on the ground of inefficiency or any other cause other than retrenchment or if he should fail to comply with any of the other terms of the agreement, then he/she the said officer will pay to the University the sum of Rupees (8) _____ lawful money of Sri Lanka.

(08) Monetary penalty calculated in terms of _____

(3) It is further agreed between the parties that the University may in its absolute discretion upon application made by the said Teacher/Trainee from time to time extend the period of leave on no-pay. Provided, that where the period of leave on no-pay is so extended the minimum period by compulsory service after resumption of duties and the amount payable by the said Teacher/Trainee in the event of default in terms hereof shall be proportionately increased to such further period and to such enlarged amount as the University may determine.

- (04) It is agreed that where the period of leave on no-pay is so extended and the minimum period of compulsory service and the amount payable by the said Teacher/Trainee in default is so increased this agreement shall be read and construed as though the aggregate period of leave on no-pay and the aggregate period of compulsory service and the aggregate amounts payable by the said Teacher/Trainee were inserted in the appropriate clauses of this agreement in place of the periods and amounts now appearing therein
- (05) That nothing herein contained shall be deemed to bind the University to employ the said Teacher/Trainee for the said period of (7) _____ months on his/her return to Sri Lanka after the completion or sooner determination of his/her leave on no-pay.
- (06) It is agreed that a Certificate by or on behalf of (3) _____ shall be prima facie evidence of any of the matters referred to in clauses 2,3 and 4 above without further or other proof of the contents or the signature thereon.
- (07) Vice Chancellor shall mean the officer holding the post of or acting in the office of (3) _____ for the time being is performing the functions now exercised by (3) _____

Note:

(1) Where a Teacher's/Trainee's period of leave on no-pay is extended beyond the original period stipulated in the Agreement, the period of obligatory service and the monetary penalty should be proportionately increased.

(2) The Teacher/Trainee should be notified of the increased period of obligatory service and of the increased monetary penalty at the time, the extension of leave is granted, and his/her consent thereto obtained in writing and filed of record along with the agreement.

In witness whereof the said parties have signed these presents at this _____ day of _____ Two Thousand Nine

Signed by the said (2) _____ for and on behalf of the University in the presence of the following witnesses.

**FORM OF BOND TO BE EXECUTED BY
OFFICERS/TEACHERS/OTHER EMPLOYEES PROCEEDING
ON FULL-PAY STUDY LEAVE**

(This form should not be amended without the approval of the University Grants Commission)

SURETY BOND

KNOW ALL MEN BY THESE PRESENT THAT-

We, (1) _____
of _____
as Principal Debtor and (2) _____
of _____
and (2) _____
of _____

(1) full name of
Teacher/Trainee.

(2) Full name of
Sureties.

as Sureties(all hereinafter some-times collectively referred to as the obligors) are jointly and severally held and firmly bound into the University of _____
in the sum of Rupees (3) _____ (Rs. _____)
lawful money of Sri Lanka to be paid on demand to the University of _____
for which payment to be well and truly made, we the obligors for ourselves and each of us and our respective heirs, executors and administrators do hereby bind ourselves jointly and severally firmly by these present we, that the said (2) _____

(3) Monetary
penalty

and _____
as Sureties, as aforesaid, hereby renouncing the *Beneficium Ordinis Divisionis et Execussionis* and all other the benefits privileges and exceptions to which sureties as such are by law entitled; the force and effect of renouncing which have been explained to us and each of us by our Attorney-at-Law Mr. _____ and
with which we hereby respectively declare that we are now fully acquainted.

Dated at Colombo this _____ day of _____ in the year Two Thousand and Nine.

WHEREAS the said Principal Debtor in pursuance of an Agreement dated at Colombo, this _____ day of _____ in the year Two Thousand and Nine and entered into with the Vice Chancellor, University of _____ for and on behalf of the University has agreed that the said Principal Debtor shall undergo a course of study and or Training in (4) _____ for a period of _____ as stipulated in the said Agreement dated _____

(4) Countr, of Study

AND WHEREAS in and by the said Agreement it was agreed that the said Principal Debtor should with sureties approved by the University of _____ enter into a Bond in the sum of Rupees (3) _____ (Rs _____) for the due and faithful fulfillment by the said Principal Debtor of the terms and conditions in the said Agreement contained.

AND WHEREAS the said (1) _____ and (2) _____ and (2) _____ have persued the said Agreement and have agreed to be sureties hereto.

Now the condition of the above written bond or obligation is such that if the said Principal Debtor shall faithfully fulfil the terms and conditions contained in the said agreement dated _____ and in the event of any breach of the said terms and conditions by the said Principal Debtor, the said Principal Debtor or the said (2) _____ of _____ and _____ of _____ shall pay to the University of _____ the said sum of Rupees (3) _____ (Rs. _____) then, this bond or obligation shall be null and void but otherwise the same shall be and remain in full force virtue and operation.

In Witness whereof the parties hereto have here unto set their hands at Colombo
this _____ day of _____ in the year Two Thousand
and Nine.

Signature of Principal Debtor : _____

Signature of First Surety : _____

Signature of Second Surety: _____

Witness : 1. Signature : _____

Name: _____

Address : _____

2. Signature : _____

Name : _____

Address : _____

CERTIFICATE

I hereby certify that the meaning of privileges *Beneficium Ordinis Divisionis et
Excussionis* and the effect of renouncing the same were duly explained by me to
the within named sureties before the above written bond was signed by them.

Attorney-at-Law for Suretie

Name :
Designation :
Department :
Faculty :
Date :

Senior Assistant Registrar/Academic Establishment
Wayamba University of Sri Lanka

DECLARATION OF CONSENT TO MAKE DEDUCTION FROM UPF

I the undersigned.....have been working in the
Wayamba University of Sri Lanka as a
in the department of

Faculty of.....

Declared hereby my consent to deduct any outstanding dues and / or any unsettled bond / guarantee
for my university provident fund UPF No:.....

Your sincerely

.....
Signature

.....
Name

Witness: 1.....
2.....

Annex to Surety Bond

Department of
Faculty of
University of

Registrar
University of

Dear Sir,

I hereby declare that the Sureties to the Bond or Agreement datedsigned by me are persons possessed of immovable property equivalent to the maximum penalty provided for in the bond and or whose annual income amount to or more of the maximum penalty and are not themselves already indebted to Government or the Universier either as principal or Surety . I append below the declarations made by the two sureties.

Your faithfully,

(Signature)

We declare that we are not indebted to Government or the University as principal or surety and that we hold immovable property equivalent in value to the maximum penalty provides in the Bond and/or our annual income individually amount to 1/4 or more of the maximum penalty.

1st Surety : Signature :
National ID No. :
Address :

2nd Surety : Signature :
National ID No. :
Address :

3rd Surety : Signature :
National ID No. :
Address :

4th Surety : Signature :
National ID No. :
Address :