



## UNIVERSITY GRANTS COMMISSION

Commission Circular No. 904

20 Ward Place  
Colombo 07

07 January, 2009

Vice-Chancellors of Universities  
Rectors of Campuses  
Directors of Institutes

### PAYMENT OF FEES & LEAVE GRANTED TO FOLLOW SHORT TERM STUDY/TRAINING PROGRAMME

Your attention is drawn to Commission Circular Nos. 415 dated 29/01/1990, 471 dated 09/04/1991, No.735 dated 16/07/1998 and 830 dated 09/09/2003 issued in respect of payment of fees levied by the Higher Educational Institutions for courses of study.

The Commission at its 765<sup>th</sup> meeting held on 09/10/2008 decided that the employees who are paid fees and granted leave for short term study/training programmes should be entered into an Agreement.

Guidelines to be followed in this regard by the Universities and Higher Educational Institutions and the Specimen of the Agreement are attached herewith for compliance. The provisions of the circulars under reference will remain unchanged so long as they are not inconsistent with the provisions of this circular

(Prof. Gamini Samaranayake)  
Chairman

- Copies to:
1. Chairman's Office/UGC
  2. Vice-Chairman/UGC
  3. Members of the UGC
  4. Secretary/UGC
  5. Deans of Faculties
  6. Registrars of Universities
  7. Financial Controller/UGC
  8. Bursars of Universities
  9. Librarians/SAL/AL of the Higher Educational Institutions/ Institutes.
  10. Deputy Registrars/ Snr. Asst. Registrars/ Asst. Registrars of Campuses/Institutes
  11. Deputy Bursars/ Snr. Asst. Bursars/Asst. Bursars of Campuses/Institutes
  12. Chief Internal Auditor/UGC
  13. Govt. Audit Superintendents of Universities
  14. Snr. Asst. Int. Auditors/Asst. Int. Auditors of HEIs
  15. Secretaries of Trade Unions
  16. Auditor-General

**AGREEMENT**  
**PAYMENT OF FEES AND LEAVE GRANTED**  
**TO FOLLOW SHORT TERM STUDY/TRAINING PROGRAMMES**

This AGREEMENT is made on this .....day of ..... year Two Thousand and .....by and between the University Grants Commission/Higher Educational Institution/Institute or any successor entering thereto (hereinafter referred to as the “EMPLOYER”) of the ONE PART and ..... (NIC #.....)  
(name)  
serving as a .....at the .....  
(position)  
..... (hereinafter referred to as the  
(name of the institution)  
“EMPLOYEE” which term or expression shall include the said ..... of the OTHER PART.  
(name)

WHEREAS the said EMPLOYEE has been selected for a study/training programme in .....  
conducted by ..... (hereinafter referred to as “THE SAID INSTITUTION”) to follow the said study/training programme on full time/part time basis for a period of .....years/months from ..... (hereinafter referred to as the “PRESCRIBED PERIOD”).

AND WHEREAS the EMPLOYER has agreed to release the EMPLOYEE for the said study/training programme on full time/part time basis and to grant a sum of Rs..... to the EMPLOYEE being the total cost of study/training programme.

AND WHEREAS in case the EMPLOYER has agreed to grant paid leave to the EMPLOYEE for the said study/training programme, the value of such leave as described in the Schedule to this Agreement shall be a part of the cost of the study/training programme mentioned above.

AND WHEREAS it has been mutually agreed between the EMPLOYER and the EMPLOYEE to enter into an AGREEMENT and it is hereby agreed as follows;

1. The said EMPLOYEE shall diligently attend the prescribed study/training programme during the prescribed period and shall submit to the EMPLOYER a certificate of attendance from THE SAID INSTITUTION.
2. The EMPLOYER hereby undertakes to bear the cost of the study/training programme titled above as determined by the EMPLOYER on behalf of the EMPLOYEE who is entering into this Agreement with the EMPLOYER.
3. The said EMPLOYEE hereby undertakes to complete the said course of study/training programme successfully without any deviation within the stipulated time period and to serve the EMPLOYER for a period of ..... from .....after completion of the study/training programme (hereinafter referred to as the BONDED PERIOD).
4. The said EMPLOYEE hereby undertakes to repay the EMPLOYER the total cost of the study/training programme and the value of leave utilized (hereinafter referred to as the BOND VALUE) in the event of his/her failure to complete the study/training programme or failure to comply with the terms and conditions of this Agreement as follows;.
5. (1) (a) The total cost of the study/training programme borne by the EMPLOYER and the full value of the leave utilized will be recovered if the EMPLOYEE serves less than half of the BONDED PERIOD.  
  
(b) 50% of the cost of the study/training programme borne by the EMPLOYER and 50% of the value of leave utilized will be

recovered if the EMPLOYEE serves at least half of the BONDED PERIOD mentioned in paragraph 3 above.

(c) If the EMPLOYEE serves more than half but less than the full term of the BONDED PERIOD, total cost of the study/training programme and the value of the leave utilized will be recovered on a pro-rata basis.

6. The basis of calculating the total cost of the study/training programme and the value of the leave utilized referred to in paragraphs 4 and 5 above is described in the Schedule to this Agreement.

7. In the event the EMPLOYEE is unable to pay back the cost of the study/training programme and the value of leave utilized as referred to in paragraphs 4, 5 (a), (b) and (c) above, the EMPLOYEE hereby gives the consent to recover such amount from the balance lying to the credit of the EMPLOYEE in the Universities Provident Fund.

8. If the Provident Fund is insufficient to recover the full BOND VALUE as stated in paragraph 7 above, the EMPLOYEE hereby agrees to make alternative arrangements to pay the shortfall of the BOND VALUE to the EMPLOYER as mutually agreed upon by the parties.

IN WITNESS WHEREOF the EMPLOYER has caused its Common Seal to be affixed and the said Party of the ONE PART has set the hand hereunto and to one other of the same tenor and date as these presents at ..... on this .....day of ..... 20.....

The Common Seal of the  
EMPLOYER was affixed  
hereto in the presence of

} .....  
.....  
.....

.....  
Signature of the Chairman/Vice Chancellor/Director

.....  
Signature of the Secretary/Registrar

Witnesses to the above Signatories

1. Signature .....

Name .....[NIC#.....]

Address .....

2. Signature .....

Name .....[NIC# .....

Address .....

Signed by the within-named Party of the  
OTHER PART in the presence of the  
following Witnesses:

.....  
SIGNATURE OF THE EMPLOYEE

Witnesses to the signature of the EMPLOYEE

1. Signature .....

Name .....[NIC#.....]

Address .....

2. Signature .....

Name .....[NIC#.....]

Address .....

## **GUIDELINES**

### **PAYMENTS BY THE EMPLOYER IN RESPECT OF STUDY/TRAINING PROGRAMMES TO BE FOLLOWED BY THE EMPLOYEES IN THE UNIVERSITY GRANTS COMMISSION/HIGHER EDUCATIONAL INSTITUTIONS/ INSTITUTES (HEIS)**

- (1) An employee who is appointed to a permanent post and who has completed at least one year's service in that post is eligible to apply for course fees and study leave.
- (2) The study/training programme should be directly relevant to his/her duties and/or a requirement for promotion/confirmation. The nomination/application should be forwarded through the Head of the Department/Section to the appropriate authority i.e. Leave and Awards Committee.
- (3) Payment should be authorized on behalf of an employee, only for one study/training programme at a time. He/ She is eligible to receive payment for another programme after successful completion of the programme for which payment has already been made, depending on the availability of funds.
- (4) It will be the responsibility of the employer to limit the number of nominations/awards, so that the smooth functioning of the Institution would not be disrupted.
- (5) Under no circumstances should the number released exceed 1/3 rd of the number of employees in a particular Department/Division/Branch/Unit at any given time if the study/training programme has to be followed during working days/ hours.
- (6) An employee nominated is required to enter into an Agreement to serve the employer if the value of the study/training programme borne by the employer amounts to Rs.50,000/- or more. The Bond value should be calculated on the basis specified in the Schedule to the Agreement. The value of the Bond mentioned in the Agreement is recoverable if the employee fails to complete the study/training programme successfully and/or fails to serve the employer, the obligatory period of service.
- (7) Progress Reports relating to the study/training programme should be obtained, at reasonable intervals, to be determined by the employer concerned, depending on the duration of the study/training programme.
- (8) In the event the employee abandons the programme, he/she should pay back to the employer, the Bond value as specified in the Agreement.
- (9) In the event the services of the employee who has been granted leave to follow the programme is recalled by the employer due to exigencies of service, the Bond shall not be enforced.
- (10) On the successful completion of the programme, the employee is required to submit the certificate (if any) and a report to the employer through the relevant Head of the Department/Division/Branch/Unit.

- (11) In the event an employee is transferred/released to another Institution, all obligations under the Agreement shall be transferred to the latter Institution.
- (12) The employer should at the time of approving the award be conscious of the employee's Provident Fund balance and ability to recover the bond value, in the event the Agreement is violated by the employee. If the Provident Fund balance is insufficient, the shortfall of the bond value should be recovered as stated in paragraph 8 of the Agreement.
- (13) The total cost of the study/training programme shall include all expenses paid by the employer to the Training Institute and other expenses such as traveling, lodging and meals etc. if borne by the employer on behalf of the employee with regard to the study/training programme mentioned in the Agreement.
- (14) **“Alternative arrangements”** mentioned in paragraph 8 of the Agreement could be a Bank Guarantee, Surety Bond, Mortgage Bond or an Indemnity Bond from a recognized Institution acceptable to the employer.

#### **Method of Calculation of the Obligatory Period of Service**

The method of calculation of the obligatory period of service shall depend on the full value of the study/training programme as given below;

- |                                    |                        |
|------------------------------------|------------------------|
| (1) Up to Rs. 50,000/-             | - No obligatory period |
| (2) Rs. 50,001/- - Rs. 100,000/-   | - 1 year               |
| (3) Rs. 100,001/- to Rs. 200,000/- | - 1 ½ years            |
| (4) Rs. 200,001/- to Rs. 300,000/- | - 2 years              |
| (5) Rs. 300,001/- to Rs. 400,000/- | - 2 ½ years            |
| (6) Rs. 400,001/- to Rs. 500,000/- | - 3 years              |
| (7) Rs. 500,001/- to Rs. 600,000/- | - 3 ½ years            |
| (8) Beyond Rs. 600,000/-           | - 5 years              |

## **SCHEDULE**

**(i) Definition of “cost of the study/training programme”**

Full cost of the study/training programme shall include all expenses paid by the EMPLOYER to the Training Institute and all expenses borne by the EMPLOYER with regard to EMPLOYEES’ travel, lodging and meals in respect of the course of study/training programme mentioned in the said Agreement.

**(ii) Definition of “full value of the leave utilized”**

Full value of leave utilized shall include salaries, allowances and any other cash benefits paid to the EMPLOYEE by the EMPLOYER during the period of leave specified in the Agreement.

**(iii) Definition of “Short Term”**

Any study/training programme, the duration of which is nine months or less.