

## APPENDIX XI (A)

Ref. No.

(Reference Number of the agreement of the person concerned should be his personal file number)

**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**

<p>THIS Agreement is made <b>AND ENTERED INTO AT</b> ..... on this ..... day of ..... Two Thousand and Nine 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 <b>Other part.</b></p>	<p>(1) Full name of of Teacher/ Officer/Other Employee</p>
<p>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.</p> <p>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 on training.</p>	<p>(2) Name of the Awarding Agency (3) Period of Leave</p>
<p>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.</p>	<p>(4) Country where the study/training is to be undertaken.</p>

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 do 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 services 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 (5) .....	
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  <b>(a) THE SERVICE OF THE SAID TEACHER/TRAINEE IS REQUIRED BY THE UNIVERSITY,</b>  (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 to the (5) ..... the periodical reports of his/her studies;  (f) the said Teacher/Trainee criticizes 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 any 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	

	<p>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.</p>	
<p>14.</p>	<p>(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 opinion 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 expenses incurred on him/her by the University and the Awarding Agency in 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.</p> <p>(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 <b>Clause 9(a), (c), (d) or (e)</b> hereof or if the said Teacher/Trainee shall fail to return to Sri Lanka when directed to do so or if he/she shall fail to resume duties under the University upon completion 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 duties as aforesaid or if after resuming his/her duties as aforesaid he/she shall resign 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 on the ground of inefficiency or any other cause or if</p>	

	<p>before the expiry of the said period of (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 <b>teacher/TRAINEE</b> 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.</p> <p><i>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 prorate 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 interest shall be calculated using simple interest method from the day after the last date given for settlement.</i></p>	
15.	<p>(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 <b>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</b>, 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 to cover the entirety, in terms of this Agreement prejudice to the rights of the University in keeping with the annexure.</p>	
16.	<p>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.</p>	

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) ..... or 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 Nine.

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**

3. Signature : .....

Name : .....

Address : .....

4. Signature : .....

Name : .....

Address : .....

**CERTIFICATE**

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

.....Attorney-at-Law