

Public Administration Circular No : 05/98

My No : E/III/2/9  
Ministry of Public Administration,  
Home Affairs & Plantation Industries  
Independence Square,  
Colombo 7.

21 February, 1998

To Secretaries of all Ministries  
and Heads of Departments.

**Agreement that should be entered into by officers  
who participate in Educational Activities/Courses  
of Studies at Government expense and with full  
pay but without obtaining study leave at a stretch**

A copy of the Agreement that should be entered into by Public Officers who participate in Educational Activities/Courses of studies at Government expense and with full pay but without obtaining study leave at a stretch, is annexed hereto.

Sgd. Dixon Nilaweera  
Secretary  
Ministry of Public Administration, Home Affairs  
& Plantation Industries

**Form of Agreement to be signed by officers who participate locally in Studies/Course at Government expense on full pay but without being granted continuous study leave.**

**Agreement**

(This form should not be amended without the approval of the Director General of Establishments)

This agreement is made this.....day of .....one thousand.....  
.....nine hundred and.....  
between the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter sometimes referred to as the Government) of the one part and (1) .....(hereafter referred to as the said Trainee) of the others part (2) .....of the .....

- (1) Full name of trainee.
- (2) Designation of officers and relevant institution.

(02) Whereas the (3) .....(hereafter sometimes referred to as the Awarding Agency) has awarded a course of study and training tenable for a period of (4) .....to .....(hereafter referred to as the prescribed period) to the said Trainee to enable him to undergo the Course of Training.

- (3) Name of the Institute where the Study Course is conduct.
- (4) Period of Leave

(03) And whereas the Government of the Democratic Socialist Republic of Sri Lanka has agreed to pay on his behalf as fees a sum (5) .....for the said study and training course subject to the terms and conditions hereafter set out the said Trainee has agreed to follow the said Course to be held during (7) .....without any encumbrance to the normal duties.....

- (5) Amount of fees
- (6) Service conditions if any and days engaged in the Training.

(04) And whereas the said Trainee has agreed to accept the said Scholarship upon the said terms and conditions and to proceed to (3) .....for the purpose aforesaid.

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

- (1) That the said Trainee shall proceed to  
(3) .....as and when directed to do so by the Government and shall there diligently pursue during the prescribed period the course of study and training arranged for him by the awarding agency and/or the (6) .....  
(6)  
Post of Head of Department.
- (2) That the said Trainee shall on arrival in  
(3) .....report himself to the Administrative Head of the Awarding Agency and shall carry out all instructions which he may receive from time to time from such person or persons as directed by the said Awarding Agency and/or the (6) .....in regard to his work.
- (3) That the said Trainee shall during his stay in (3) .....attend to whatever work the course of his said study and training may involve and duly comply without deviation with whatever instructions he may receive in regard to his work from the (3).....
- (4) That the said Trainee shall not pursue any course of study or training for the purpose of obtaining any qualifications and/or training other than those prescribed herein during the prescribed period without the written approval of the .....
- (5) That if any time during the course of his training the said Trainee shall have worked or discovered any new process, new innovation technique, principle, technology, methodology, skilled process or formula arising directly out of the facilities provided for him, he shall forthwith send such process, techniques or formula complete with all details under

registered cover to the (6) .....and shall at all times keep and maintain complete secrecy on the subject until the same is released by the .....

- (6) That the said trainee shall not demand, receive or appropriate any fees or payments from the authorities in charge of his study and training for any work done or services rendered by him during the period of the said course of study and training, should any such fee or payments as aforesaid be made to him at any time, he shall credit them to the revenue of the State as directed by the (6) .....
- (7) That the said trainee shall during his stay in (3) .....send to the (6)..... .Periodical reports of his study and training certified by the said Administrative Head of the Awarding Agency.
- (8) That the (6) ..... shall be at liberty to rescind the Agreement and recall the said Trainee at any time if:-
  - (a) the work/study and/or conduct of the said/trainee is unsatisfactory;
  - (b) Illness or ill-health of the said Trainee marked him until or unsuitable for further training.
  - (c) the said Trainee fails to comply with the terms and conditions herein set forth;
  - (d) the said Trainee fails to send to the (6) .....the periodical reports of his studies;
  - (e) the said Trainee fails to complete the study and Training Course at the stipulated time.
  - (f) the said Trainee criticises, violates

or makes offensive statements regarding rules, regulations, Standing Orders, Circulars of the  
3) .....

(9) The said Trainee even after having completed the study and training at the (3) .....unless otherwise directed by the (6) .....the said Trainee shall continue to serve under the (8) .....In order to compensate for the amount (5) .....spent by the state to undergo the said course he should serve a period of not less than (7) .....years as stipulated in the Establishments Code. Accordingly, until the lapse of such period the said Trainee should serve under .....

(8) Name of the Department

(10) In the event the (9) ....requests the said Trainee to associate the officers of the Department with the knowledge/treasure of knowledge/special knowledge he achieved after completing the said study and training course or should perform some special task utilizing such knowledge/Treasure of knowledge/special knowledge on the request of the (6) .....and the said Trainee is obliged to perform such duties diligently devoid of any special remuneratory considerations.

(9) Name of the course

(11) In case of ill health the said Trainee submits an application to (6) .....for the termination or extension of his period of training, he should along with the application a medical certificate issued by ..... in support of his ill health also be submitted.

(12) In the event of any extension of the period of training being granted to the Trainee for any reason whatsoever the said Trainee shall continue his training during the extended terms on the same terms as herein contained and the provision of this agreement shall apply in all respects as though the extended period was originally included as part of the

period of training.

It is agreed that the Trainee shall in the event of any such extension as aforesaid being granted serve the government after resumption of duties for such further period of compulsory service he may be called upon to serve in addition to the period of ( ) .....ears already provided for herein.

13. (a) That if the Trainee resign his course or abandons his study and training before the expiration of its tenure for reasons which in the opinion of the (6) .....  
.....are not satisfactory he will be deemed to have forfeited his right to all benefits under this agreement and shall become liable to reimburse the government the full amount of expenses incurred on him by the government and the awarding agency in connection with the said course upto the date of his resignation.
- (b) That if the said training facilities granted to the said Trainee shall be cancelled by the awarding agency on account of his work and/or conduct being unsatisfactory, or if the said Trainee shall be recalled under Clauses 8 (a), (c), (d) or (e) hereof or after being recalled he still continues to follows the Course or after he completed the Course of study and training or if the said course is terminated before the experty of the said period and fails to serve in (8) .....  
.....as usual, or fails to serve the state for a period of at least ( ) .....  
years or resigns the post which he served under the state prior to the expiry of .....  
( ) years of compulsory service, or if the shall be dismissed or removed from office before the expiry of the said period of .....  
years on the ground of inefficiency or for any other cause or, if before the expiry of the said period of ( ) .....years he opts to retire before reaching the

age of sixty years or if he fails to comply with any of the other terms of this agreement the said Trainee shall re-imbrues the full expenses incurred by the government and the awarding agency in regard to this Course.

14. Nothing herein contained shall be deemed to imply or be construed to mean that the government shall employ or be bound to employ the said Trainee for the period of .....years in his return to Sri Lanka after the completion or sooner determination of his training.
  15. It is agreed that a document purporting to be a statement of accounts and purporting to be certified by or on behalf of the (6)..... shall be prima-facie evidence of the amount due and payable to the government under the Clauses 12 and 13 without further or other proof of its execution contents or signature thereon.
  16. It is agreed that a certificate by or on behalf of the (6) .....shall be prima-facie evidence of any of the matters referred to in Clauses 8,9 and 13 above without further or other proof of the contents or the signature thereon.
  17. The (6) ..... shall mean the office holding the post of or acting in the office of the (6) ..... or who for the time being is performing the functions now exercised by the (6) .....
  18. “Expenses” shall include the full amount paid by the Department to the Institution, any amount paid to the Trainee or on his behalf as advance and allowances. Further the term “expenses: shall include any amount fixed by duly by (6) .. .....as he deemed reasonable for using (10) ..... pertaining to practical work required to be done by the trainee during the duration of the Course and further for using equipment for machinery, stationary and other related items.....
- (10) Particulars of Departmental equipment used.

In witness whereof the said parties have signed these presents at Colombo, this ..... day of ..... One thousand nine hundred and .....

Signed by acting herein for an on behalf of the Government of the Democratic Socialist Republic of Sri Lanka in the presence of the following witnesses.

.....  
Signature of Head of the Department  
(Head of the Department should sign personally)

1. Signature :-  
Name :-  
Address :-  
Post :- Department :-  
Number of National Identity Card :-

2. Signature :-  
Name :-  
Address :-  
Post :- Department :-  
No. of National Identity Card :-

Signed by the said Trainee in the presence of the following :-

.....  
Signature of Trainee

(1) Signature :-  
Name :-  
Post :- Department :-  
Address :-

(2) Signature :-  
Name :-  
Post :- Department :-  
Address :-