

APPENDIX 8

(XII-14:4)

(XV-4:12)

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

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

Agreement

THIS Agreement is made this _____ date 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) _____ of the _____ (hereinafter referred to as the said Trainee) of the other part.

(1) Full name of trainee.

WHEREAS the _____ (hereinafter sometimes referred to as the Awarding Agency) has awarded a Scholarship tenable for a period of _____ from the _____ (hereinafter referred to as the prescribed period) to the said Trainee to enable him to undergo _____

AND WHEREAS the Government of the Democratic Socialist Republic of Sri Lanka has agreed to grant the said Trainee (2) _____ full-pay study leave on the terms and conditions hereinafter set out to enable him to undertake the said course of study and training.

(2) Period of Leave.

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.

(3) Country.

NOW this Agreement witnesseth 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 proscribed period the course of study and training arranged for him by the Awarding Agency and / or the _____
- (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 _____ 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, residence and otherwise from the _____
- (4) That the said 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 _____.

(4) Designation
of Head of
Institution.

- (5) That if at any time during the course of his training the said trainee shall have worked on or discovered any new process, technique or formula arising directly out of the facilities provided for him, he shall forthwith disclose such process, technique or formula complete with all details and send it under registered cover to the (4) _____ 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 fees or payments as aforesaid be made to him at any time, he shall dispose of same as directed by the (4) _____.
- (7) That the said trainee shall during his stay in (3) _____ send to the (4) _____ periodical reports of his study and training certified by the said Administrative Head of the Awarding Agency.
- (8) That the (4) _____ shall be at liberty to rescind this Agreement and recall the said Trainee any time of:-
- (a) the work and / or conduct of the said Trainee is unsatisfactory;
 - (b) illness or ill-health of the said Trainee makes him unfit 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 (4) _____ the periodical reports of his studies;
 - (e) The said Trainee criticises or makes offensive statements regarding the Government of _____ or of its people or customs.

In the event of the Awarding Agency forfeiting the return portion of his travel grant for any valid reason the said Trainee shall himself meet the cost of his return passage to Sri Lanka.

(5) Period of
Obligatory
service.

- (9) That the said Trainee shall after completion of his said study and training in (3) _____ forthwith return to Sri Lanka unless otherwise directed by the (4) _____ and resume his duties under Government and shall serve the Government if so required for a term of not less than (5) _____ years from the date of resumption by him of his duties as aforesaid.
- (10) That the said Trainee shall within _____ months of resuming duties submit a comprehensive report to the (4) _____ incorporating whatever knowledge of matters of general or specific interest to his departmental officers which he has gained in the course of his said study and training in _____ for the information of his departmental officers.
- (11) Any application made by the said Trainee to the (4) _____ for termination or extension of his period of training on the ground of illness while in _____ shall be supported by a certificate from a medical officer approved by the (6) _____ in _____.
- (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 provisions of this agreement shall apply in all respects as though the extended period were originally included as part of the period of training.

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

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 _____ years already provided for herein.

(13) (a) That if the trainee resigns his Scholarship or abandons his study and training before the expiration of its tenure for reasons which in the opinion of the (4) _____ 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 Awarding Agency in connection with the said scholarship up to the date of resignation and shall make his own arrangements and meet the expenses of his return passage to Sri Lanka.

(b) That if the said Training facilities granted to the said Trainee 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 Clause 8 (a), (c), (d) or (e) hereof or if the said Trainee shall fail to return to Sri Lanka when directed to do so or if he shall fail to resume duties under Government upon completion or sooner determination of his said course of study and training or if, after resumption of his duties under Government he shall fail to serve the Government for a period of at least (5) _____ years from the date of resumption by him of his duties as aforesaid or if after resuming his duties as aforesaid he shall resign his appointment under Government before the expiry of the said period of (5) _____ years or if he shall be dismissed or removed from office before the expiry of the said period (5) _____ years on the ground of inefficiency or any other cause or if, before the expiry of the said period of (5) _____ 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 refund and repay to the Government the full amount of expenses incurred by the Government and the Awarding Agency on account of this Scholarship.

(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 said period of (5) _____ years on 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 (4) _____ 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 (4) _____ 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 _____ shall mean the officer holding the post of or acting in the office of the (4) _____ or who for the time being is performing the functions now exercised by the (4) _____

(18) "Expenses" shall include the amount of salary and allowances paid to the Trainee during the period of training, the cost of passages, any special allowances paid to the trainee while undergoing training, medical expenses and any amounts paid as fees, advances and allowances to the trainee or on the trainee's behalf for the said course of study and training.

In witnesses whereof the said parties have signed these present at Colombo, this _____ day of _____ One thousand nine hundred and _____

signed by _____ acting herein for and on behalf of the Government of the Democratic Socialist republic of Sri Lanka in the presence of the following witnesses:-

Signature

Witnesses: 1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____

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

Signature of Trainee

Witnesses: 1. Signature: _____

Name: _____

Address: _____

2. Signature: _____

Name: _____

Address: _____