



UNIVERSITY GRANTS COMMISSION

Establishment Circular Letter No. 09/2010

20, Ward Place
Colombo 07
November 26, 2010

Vice Chancellors of Universities
Rectors of Campuses
Directors of Institutes

**AGREEMENTS AND BONDS TO BE SIGNED BY TEACHERS / OFFICERS/ OTHER EMPLOYEES
IN THE UNIVERSITY SYSTEM WHO ARE ON STUDY LEAVE LOCALLY AND ABROAD**

Reference is drawn to paragraph 4 (ii) of Commission Circular No.920 of 05.02.2010 on the above matter.

It has been brought to the notice of the Commission that provisions in the Side Notes (07) and (08) of Section (2) (iii) and (iv) depict certain ambiguity in the calculation of the period of obligatory service and the monetary penalty which should be included in the **Agreement to be signed by Teachers/Officers/ Other Employees proceeding on no-pay study leave (Annex II)**. It is, therefore, decided to amend the side Notes as follows;

Section 2 (iii) - Side Note (07) *Period of obligatory service calculated in terms of Sub Section 16.15 of Chapter XII of the Government Establishments Code*

Section 2 (iv) - Side Note (08) *Monetary penalty calculated in terms of Sub Section 5.2 of Chapter XV of the Government Establishments Code*

Please substitute the Agreement Form (Annex II) sent along with Commission Circular No.920 of 05th February 2010 with the amended Agreement Form attached herewith and take action accordingly.


(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 HEII
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 HEII
15. Secretaries of Trade Unions
16. Auditor-General

File No. UGC/HR/4/8/33
File No. UGC/L/3

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

Annex II

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

THIS Agreement is made this _____ day of _____ Two Thousand and Nine 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.

(1) Full name of Teacher/Officer/ Other Employee
(2) Full name of Head of Institution & Designation
(3) 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)
(5) Country where the study or training is to be undertaken.
(6) 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) _____

(iii) 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.

7) *Period of obligatory service calculated in terms of Sub-section 16.15 of chapter xii of the Government Establishments Code*

(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 Sub Section 5.2 of Chapter XV of the Government Establishments Code*

(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.

Signature
Designation : _____

Witnesses: 1. Signature: _____
Name: _____
Address: _____

2. Signature: _____
Name: _____
Address: _____

Signed by the said (1) _____ in the presence of _____

Signature

Witnesses: 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