

APPENDIX XII (B)

Ref. No.

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

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

This AGREEMENT is made on thisday of year Two Thousand andby 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 aat 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 ofyears/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..... fromafter 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.
9. 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 thisday of20.....

The Common Seal of the EMPLOYER was affixed hereto in 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

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.