

**AN AGREEMENT TO FOLLOW A COURSE OF STUDY AND TRAINING**

This Agreement is made on the respective days hereinafter mentioned by and between the Eastern Provincial Council of the Democratic Socialist Republic of Sri Lanka (hereinafter sometimes called and referred to as the Provincial Council) on One Part and .....(Name) ,.....(designation) of .....(official address) on the other part.

**:-Witnesseth:-**

**WHEREAS** the Chief Secretary of the Provincial Council has undertaken to award the financial assistance a sum of Rupees .....(Rs.....) being the Course fee in respect to the course of study as hereinafter described enabling the fellowship to undergo the said course of study and training for a period of .....commencing from ..... (hereinafter referred to as the prescribed period)

**AND WHEREAS** the Provincial Council has agreed with the fellowship to grant and offer study leave during the prescribed period subject to the terms and conditions set out hereinafter.

**AND WHEREAS** .....(Name) (hereinafter referred to as the fellowship) has hereby accepted the course of study and training to pursue during the prescribed period and agreed to continue the said course of study and training till its completion in compliance with and in adherence to the rules, regulations or instructions formulated by the Institution or academy which offers the said course of study enforceable during the prescribed period concerning to the said course of study and training.

Chief Secretary

The fellowship

Now this Agreement witnesseth and it is hereby mutually agreed upon and covenanted between the parties hereto as follows.

1. The fellowship shall continue the course of study and training online as and when so directed by the Provincial Council and pursue diligently during the prescribed period.
2. The fellowship shall unless directed otherwise submit his reports in regard with the Programme and progress of the Course of Study and training to the Head of Department or Institution and carryout all instructions which he or she may receive time to time from such head of Department or Institution of the Provincial Council or any officer authorized by the Provincial Council.
3. The fellowship shall not pursue any course of study or training other than the course of study and training accepted hereof objecting to qualify or obtain a certificate or award during the prescribed period without the prior approval in writing obtained from the Provincial Council or authorized officer by the Provincial Council.
4. The fellowship shall, during the course of study and training submit the certificate, results or any reports concerning to his or her performance connected to this course of study and training awarded by the Institute or academy to the Head of Department or to the officer authorized by the Provincial Council.
5. The Chief Secretary of the Provincial Council shall have the right to terminate this Agreement and recall the fellowship at any time if;
  - a. the work and / or conduct of the said fellowship is found unsatisfactory, or,

- b. illness or ill-health of the fellowship and which causes him to be unfit or unsuitable to continue the course of study and training, or,
  - c. the fellowship fails to comply with the terms and conditions herein set forth, or,
  - d. the fellowship fails to submit the aforesaid reports or certificates or writings or any other documents periodically or as directed.
6. The fellowship shall after completion of the course of study and training serve compulsorily with the Provincial Council for a term of Three (03) years from the date of completion of the said course of study and training.
7. The fellowship shall, within one month of the completion of the course of study and training, submit a report incorporating whatever the knowledge or matters or findings, general or specific which the fellowship has gained during the course of the course of study and training to the Head of the Department or any officer authorized by the Provincial Council .
8. The fellowship shall submit an application to the Deputy Chief Secretary, Administration of the Provincial Council setting out the grounds as to the fellowship's illness or any other acceptable reasons requesting either to terminate this Agreement or extent the prescribed period of the course of study and training.
9. In the event where the period is extended beyond the prescribed period of the course of study and training under clause 8 above the fellowship shall continue the course of study and training during the extended period on the same terms and conditions set out hereof, however the additional expenditure incurred during the extended period by the Provincial Council in regard with the continuance of the course of study and training shall be borne by the fellowship.

10. In the event where the prescribed period of the course of study and training is extended as provided under clause 8 above for a further period of time, the fellowship shall after completion of the course of study and training, serve with the Provincial Council an additional period against the extended period in proportional to the period of three (03) years as provided under clause 6 above.
  
11. In the event of the fellowship's resignation from the post who holds at the Provincial Council or gives up the course of study and training or failure to complete during the prescribed period or the extended period, in the case may be, or refusal to extend the prescribed period by the Deputy Chief Secretary, Administration of the Provincial Council as he is of opinion that the reason cited by the fellowship is unsatisfactory, the fellowship shall be deemed to have forfeited his or her rights to all benefits under this agreement and shall become liable to reimburse the Provincial Council the full amount of expenses incurred on the fellowship up to the date of such resignation or abandon.
  
12. The fellowship shall become liable to pay the Provincial Council the full amount of expenses incurred on account of the course of study and training in the event of occurrences of the any one of the followings;
  - a. the fellowship's failure to resume duty as provided.
  - b. the fellowship's failure to serve and complete 3 years with the Provincial Council as provided under clause 6 above and the additional period, in the case may be, as provided under Clause 10 above.
  - c. the fellowship's resignation or dismissal or removal from the post before the expiry of the term as per clause 6 and 10 above.

13.Nothing contained herein shall be deemed to imply or be construed to mean that the Provincial Council shall employ or be bound to employ the fellowship to any post or position to suit the knowledge or skill the fellowship has acquainted out of the course of study and training on the fellowship's completion or sooner the determination of the course of study and training.

14.It is agreed that the documents purporting to be a statement of accounts and purporting to be certified by or on behalf of the office of the Deputy Chief Secretary ,Administration of the Provincial Council shall prima facie evidence to the amount due and payable to the Provincial Council under clause 5 and 12 above.

15. It is agreed that the Certificate by or on behalf of the office of the Deputy Chief Secretary , Administration of the Provincial Council shall prima facie evidence to the matters referred to under clause 9,10 and 11.

16. Full amount of expenses means and includes the fees paid in relation to the course of study and training by the Provincial Council either direct to the fellowship or on his behalf.

**IN WITNESS WHEREOF** the Chief Secretary on behalf of the Eastern Provincial Council set his hand and affix official seal hereunto and date as these present at Trincomalee on the .....day of .....Two Thousand and .....

.....  
The chief Secretary

Chief Secretary

The fellowship

.....  
(Name)  
Office of the Chief Secretary's Secretariat,  
Eastern Provincial Council,  
Inner Harbour Road,  
Trincomlalee

(Official Seal)

Witnesses

1. ....  
Full Name:  
NIC:  
Address:
  
2. ....  
Full Name:  
NIC:  
Address:

**IN WITNESS WHEREOF** I, .....the  
fellowship hereof set my hand hereunto and date as these present at  
Trincomalee on the .....day of .....Two Thousand and  
.....

.....  
Signature

Witnesses

1. ....  
Full Name :  
NIC:  
Address:
  
2. ....  
Full Name:  
NIC:  
Address:

Chief Secretary

The fellowship