

Public Administration Circular : 07/2016

My No : EST-6/LEAVE/03/3162
Ministry of Public Administration
and Management
Independence Square
Colombo 07.

29.12.2016

Secretaries to Ministries
Chief Secretaries of Provinces
Heads of Departments

Inclusion of a New Specimen Agreement in the Establishments Code

Your attention is drawn to Public Administration Circular 09/2014 dated 19.05.2014 and Public Administration Circular letter 01/2015 dated 15.04.2015.

02. The Cabinet of Ministers has decided at its meeting held on 03.05.2016 that the Public Officers who leave the Country with the spouse as per the provisions of the said Circular shall sign an Agreement in accordance with the specimen indicated in Annex 01, which is included in the Establishments Code as Appendix 33 and further Sub Section 16:5, Chapter XII of Establishments Code shall be revised in the following manner.

16:5 The officer should be called upon to sign an Agreement as in Appendix 9 if the leave is granted for the purpose of study or as in Appendix 10 if the leave is for the purpose of employment ; the form to be used when the leave is for the combined purpose of employment and study will be as in Appendix 11 and an officer who leaves the Country with the spouse, when the spouse is selected for a scholarship, should be called upon to sign an agreement in accordance with the specimen indicated in Appendix 33.

Sgd./ J.J. Rathnasiri

Secretary

Ministry of Public Administration and Management

APPENDIX 33

(XII-16:1:9)

**FORM OF THE AGREEMENT TO BE SIGNED BY THE SPOUSE IN THE
PUBLIC SERVICE WHO HAS BEEN GRANTED NO PAY LEAVE, ON
ACCOUNT OF HAVING TO ACCOMPANY THE PUBLIC OFFICER WHO
LEAVES THE COUNTRY FOR THE PURPOSE OF HIGHER STUDIES**

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

This agreement is made this _____ day of _____ two thousand and _____ between (1) _____ (hereinafter referred to as officer) of the one part and (2) _____ Sri Lanka (hereinafter referred to as (3) _____) and shall include his successors for the time being holding the office of (3) _____ Sri Lanka acting for an on behalf of the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as the Government) of the other part.

1. Full name of officer and designation

2. Full name of the Head of the Institution

3. Designation of the Head of the Institution

Whereas the said officer has applied leave on no pay for (4) _____ in the first instance to enable him to accompany the spouse to (5) _____ as per the provisions in Section 16:1:9 of Chapter XII

4. Period of leave on no -pay

And whereas the government has agreed to grant the said officer leave on no pay for (4) _____ for the purpose aforesaid commencing on the day of _____ 20__.

5. Country to which the officer leaves with the spouse

Now this agreement witnesses and it is hereby agreed as follows:-

1. The Government agrees to grant the said officer (4) _____ months leave on no pay commencing on the _____ day of _____ 20__ enabling the said officer to accompany the spouse to (5) _____
2. The said officer agrees:-

(I) that he will not use any unexpired of such leave on no -pay for any other purpose without the prior sanction of the said (3) _____.

7. Period of obligatory service (calculated in terms of Sub section 16.15 of Chapter xii)

(ii) that he will on completion of the period of leave on no pay as aforesaid or on completion of the said course of study/ training, whichever is earlier, forthwith return to Sri Lanka and resume his duties under Government in a suitable capacity, on the suitability of which the decision of the Government shall be final and binding on the said officer and that he will serve the Government for a term of not less than (7) _____ months from the date of resumption by him of his duties as aforesaid.

8. Monetary Penalty (Calculated in terms of sub section 5:2 of Chapter xv)

(iii) 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, or having returned to Sri Lanka he should fail to resume duties under Government as aforesaid or if after resumption of duties under Government he should fail to serve the Government for a period of at least (7) _____ months from the date of resumption by him of his duties as aforesaid or, if after resuming the duties aforesaid, he should resign his appointment under Government before the expiry of the said period (7) _____ months, or if he 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 the said officer will pay to the Government the sum of Rupees (8) _____ lawful money of Sri Lanka.

3. It is further agreed between the parties that the Government may in its absolute discretion upon application made by the said officer 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 of compulsory service after resumption of duties and the amount payable by said officer in the event of default in terms hereof shall be proportionately increased to such further period and to such enlarged amount as the Government may determine*

4. 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 officer 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 officer were inserted in the appropriate clauses of this agreement in place of the periods and amounts now appearing therein*

5. That nothing herein contained shall be deemed to bind the Government to employ the said officer for the said period of (7) _____ months on his return to Sri Lanka after the completion or sooner determination of his leave on no pay.
6. 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.
7. _____ shall mean the officer holding the post of or acting in the office of (3) _____ for the time being is performing the functions now exercise by (3) _____.

In witness whereof the said parties have signed these presents at _____ this day of _____ Two Thousand and _____

Signed by the said (2) _____ for and on behalf of the Government of the Democratic Socialist Republic of Sri Lanka in the presence of _____

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 :- _____

*** Note :-**

- (1) where an officer'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 officer 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 consent thereto obtained in writing and filed of record along with the agreement.