

THE FEDERAL UNIVERSITY OF TECHNOLOGY, AKURE

REGISTRY DEPARTMENT

(Directorate of Establishments And Human Resource)



STUDY LEAVE/SERVICE AGREEMENT FORMS **WITH PAY**

THIS AGREEMENT is made the day of20.....
BETWEEN THE FEDERAL UNIVERSITY OF TECHNOLOGY, AKURE (hereinafter referred to as "THE UNIVERSITY" of the one part).

AND

OF.....

Hereinafter referred to as the BENEFICIARY/TRAINEE of the second part with the following persons (not below the rank of Senior Lecturer in The Federal University of Technology, Akure) willing and ready to be the Guarantor/Sureties of the Beneficiary/Trainee.

.....

of.....

and

of.....

Hereinafter referred to as Guarantors/Sureties of the third part.

WHEREAS:

1. THE UNIVERSITY is conscious of the role of training to enhance staff development towards effective and productive performance on the job.
2. THE UNIVERSITY in order to achieve high level of performance among members of staff has embarked on efficient utilization of meager resources accruing to it to promote staff development.
3. THE Beneficiary/Trainee therefore being a member of staff of the University granted/accorded the opportunity by the University to embark on study leave for (month, years) with effect from day of20..... to day of20.....to enable the beneficiary/trainee pursue a course of study leading toaward/degree in

WHEREBY IT IS AGREED as follows:

1. That it shall be the duty of the Beneficiary/Trainee to apply for and obtain an admission to an institution where the award is tenable but such institution must be approved in writing by the University.
2. That the award is tenable at
3. That the award shall not be held at the same time with another award.
4. That during the period of the course of study, the Beneficiary shall not pursue any other course of study or undertake/engage in any employment whatsoever except with the prior notification and approval of the University.

5. That the Beneficiary/Trainee shall not change, abandon or modify his/her course of study other than as approved by the University in writing.
6. That the Beneficiary shall be paid his/her full salary with entitlements during the period of award except for those on probationary study leave.
7. That the University where the award is tenable outside Nigeria would be responsible for the cost of a return passage after the Beneficiary/Trainee might have concluded his or her study/sponsorship.
8. That the Trainee/Beneficiary shall at all time conduct himself or herself as a honest and faithful student and shall observe, obey and perform such lawful instructions and directions as shall be given from time to time by the head of the host institution or those in authority in the host institution.
9. That the Trainee/Beneficiary shall at the end of every year satisfy the requirement pertaining to the attendant comportment and progress report from the Head of the institution or his representative.
10. That the Trainee/Beneficiary shall sit for and pass any prescribed examination or approved group of examinations within the time fixed by the authorities of the institution of his study or the awarding authority. Save and except where he is prevented or incapacitated by sickness to do so, then in such a case a certificate under the hand of a recognized medical practitioner shall be good evidence of such sickness
11. That where the award is tenable abroad, the Trainee/Beneficiary shall travel by an economic class air passage, sea passage or a tourist air passage or such other arrangement as may be made by University.
12. That the Trainee/Beneficiary after the expiration of the study shall return to the University in continuation of his employment and shall serve the University for one academic year for every one year spent on study leave.
13. At the expiration of the course of study, should the Trainee/Beneficiary refuse or fail to return to the University in the manner herein provided, such an act of refusal/failure shall constitute an act of misconduct which shall make the Trainee/Beneficiary liable to disciplinary actions in line with extant provisions of the Federal University of Technology, (FUTA) Act, 2004.
14. In the event that the Trainee/Beneficiary fails to resume duty at the expiration of his or her study leave, the termination of his/her appointment that may arise from the disciplinary actions against him/her by the University shall be communicated to the host institution and his/her current employer (if any).
15. In the event that the Trainee/Beneficiary fails to resume duty at the end of his/her course of study, the Trainee/Beneficiary will refund to the University one hundred percent (100%) of the fund he/she received while acquiring the training in addition to all salaries paid to him/her during the same period of Study Leave with Pay.
16. At the expiration of the course of study, should the Trainee/Beneficiary refuse to return to the University, a legal procedure would be instituted in a competent Court of Law by the University against him/her to ensure that he/she complies with all the provisions stated in this Bond/Service Agreement Form.
17. Without prejudice to the generality of the provision of paragraph six (6) above, where the Beneficiary requests for a change, modification or extension of his/her approved course of study, all correspondences conveying the said request as well as any approval or rejection of the request by the University Management (as exchanged between the parties), shall constitute integral parts of this Service Agreement Bond and such change, modification, and or extension shall accordingly be regulated by the terms and conditions stipulated in this agreement.
18. Subject to the provision of paragraph fifteen (17) above, where the University Management approves the Beneficiary's request for a change, modification and or extension of his/her approved course of study, the Guarantors/Sureties of the said Beneficiary herein agree, upon signing this agreement, to continually remain bound and liable under the terms of this agreement as Guarantors/Sureties of the Beneficiary for as long as the said change, modification and or extension thereof subsists.

DETERMINATION

- 19. Without prejudice to clause 17 and 18, the University in appropriate circumstances shall institute and or commence legal action against any Trainee/Beneficiary who fails, neglects and/or refuses to return to the University for continuation of his/her employment at the expiration of the Study Leave for breach of contract.
- 20. This award shall lapse where after a Trainee/Beneficiary has been awarded such scholarship he fails, refuses or neglects to take the benefit of the same within the stipulated time.
- 21. In the event of the Trainee/Beneficiary becoming unfit or unable to complete his studies owing to illness or other factors whatsoever, the University may determine this agreement in accordance with the Trainees terms of appointment.
- 22. That where the Trainee fails to observe and perform his obligations as contained in this Service Agreement, the Sureties/Guarantors hereby undertake to indemnify the University against all the cost expended on the Trainee by the University leading up to the time of the Trainee’s failure and or non-observance of obligations. PROVIDED THAT, the University shall give prior notification to the Guarantors before any deductions and or actions for indemnity is taken against the Guarantors.
- 23. The Sureties/Guarantors must be member of staff of The Federal University of Technology, Akure.
- 24. The Trainee/Beneficiary and the Sureties agree to enter into a bond for the repayment of the amount spent on the Trainee if the Trainee shall refuse to serve the University in the manner hereinbefore provided or determine this agreement in a manner which is justified, excused or according with reasonableness.
- 25. That I (insert Trainee’s name) have carefully read through the terms of the Agreement and I am satisfied with the terms and agree to be bound by same.

.....
TRAINEE’S/STAFF’S SIGNATURE AND DATE

BOND FOR THE REPAYMENT OF AMOUNT OF MONEY SPENT ON THE TRAINEE/BENEFICIARY

BY THE BOND WE:

.....

NAME

of.....(hereinafter called the Trainee/Beneficiary)

and.....

NAME

of.....(hereinafter called the Surety/Guarantor)

and.....

NAME

of.....(hereinafter called the Surety/Guarantor).

Are held firmly bonded jointly and severally to The FEDERAL UNIVERSITY OF TECHNOLOGY, AKURE hereinafter referred to as "University" in the sum of

N..... andkobo to be paid to The Federal University of Technology, Akure for which payment shall be made jointly and severally.

WHEREAS the University has guaranteed an award of sponsorship to

..... for

training at and under the form of the said award he/she required to enter into a bond duty to comply with the condition of bond to the sponsorship agreement.

NOW THE CONDITION of the above written bond/sponsorship Agreement are Conditioned to be void in case the shall

- (a) Complete the course for which the sponsorship was awarded and follow the direction laid down in the sponsorship agreement and the University staff development programme in general.
- (b) Accept any appointment as directed by the University for a period of years after the completion of his/her training but in the event the Trainee/Beneficiary shall refuse or neglect to perform and observe any of the obligations set out in the agreement the above written shall be in full force and the said sum expended on the Trainee/Beneficiary shall forthwith become payable to the Bursary Department of the University.

SIGNED SEALED AND DELIVERED BY THE TRAINEE/BENEFICIARY AND THE SURETIES/GUARANTOR

.....
TRAINEE'S SIGNATURE AND DATE

In the presence of the Sureties/Guarantors

(1) NAME OF FIRST SURETY/GUARANTOR

.....

ADDRESS:.....

OCCUPATION:.....

SIGNATURE AND DATE:.....

OVERSEAL:.....

(2) NAME OF SECOND SURETY/GUARANTOR

.....

ADDRESS:.....

OCCUPATION:.....

SIGNATURE AND DATE:.....

OVERSEAL:.....

SIGNED SEALED AND DELIVERED BY THE REGISTRAR FOR AND ON BEHALF OF THE FEDERAL UNIVERSITY OF TECHNOLOGY, AKURE

NAME:.....

DESIGNATION:.....

SIGNATURE AND DATE:.....

OVERSEA:.....

THE FEDERAL UNIVERSITY OF TECHNOLOGY, AKURE
EDUCATIONAL LEAVE FORM
(Complete three copies)

Please fill in block letters

PART A

SURNAME	OTHER NAMES	TITLE
1.	SCHOOL:.....	
2.	DEPARTMENT:.....	
3.	DATE OF FIRST APPOINTMENT IN THE UNIVERSITY:.....	
4.	GRADE ON FIRST APPOINTMENT IN THE UNIVERSITY:.....	
5.	PRESENT GRADE:.....	
6.	DATE APPOINTED OR PROMOTED TO PRESENT GRADE:.....	
7.	GRADE LEVEL/STEP:.....	

PART B

8.	TYPE OF EDUCATIONAL LEAVE:.....
9.	LOCATION:.....
10.	DEPARTURE DATE:.....
11.	EXPECTED DATE OF RETURN:.....
12.	PURPOSE OF LEAVE:.....
13.	CONTACT ADDRESS:.....
14.	E-MAIL/TELEPHONE ADDRESS:.....
15.	NEXT OF KIN:.....
16.	NEXT OF KIN'S ADDRESS (Including E-mail & GSM):.....
17.	WHO TO CONTACT IN CASE OF EMERGENCY (if different from next of kin):.....
18.	ADDRESS OF WHO TO CONTACT IN CASE OF EMERGENCY (Including E-mail & GSM):

I certify that the information provided above is correct to the best of my knowledge.

.....
SIGNATURE	DATE