



REPUBLIC OF ZAMBIA

PUBLIC SERVICE MANAGEMENT DIVISION
DEPARTMENT OF HUMAN RESOURCE DEVELOPMENT

BONDING AGREEMENT

Please complete five copies in own handwriting and submit as originals

This Bonding Agreement made on this..... (Day) of (Month)..... (Year) is made between the Government of the Republic of Zambia (hereinafter called the Government and name _____ (hereinafter called the applicant)

NRC Number: _____ Staff No.: _____

PMEC No.: _____ Job Title: _____

Ministry/Province/Institution: _____

Department: _____ Station: _____

In this Agreement the applicant agrees that in return for the Government sponsoring the training which commences on _____ (insert starting date) and ends on _____ (insert due date for completion), or to later date if the period of sponsorship is subsequently extended with the approval of the Government, that the applicant agrees to be bound to return to serve with the Government for the same total period of time as that of sponsorship on completion of the said sponsorship.

NOW THEREFORE it is agreed both parties hereto that-

In consideration of the admission of the candidate to the course selected by the Government and the payment by the Government of the expenses of the incidental to the course, the amount of which shall be at the absolute discretion of the Government, the applicant hereby undertakes to the Government.

- i) To follow the prescribe course of study to completion to the best of his ability and in so far as he/she is capable of learning and in accordance with the directives contained in the rules binding applicants on training hereto and deemed hereby to be incorporated herein and in accordance with such other directives as may from time to time be given to him/her in writing;
- ii) At the conclusion of the course, to return to fulfil the duties of his/her substantive post or to such other post as the Government may direct;
- iii) To repay the Government all expenditure incurred by the Government in connection with his/her course, including (but not limited to) any funds paid to him/her and on his/her behalf by way of salary, allowances, fees and expenses, and the cost of transport if the applicant contravenes or fails to comply with the conditions of clauses (i) and (ii) hereof;
- iv) In the event of the applicant failing to serve the Government continuously on his/her return to duty at the end of the course for a period equal to the full period of the training either because of his/her resignation or because he/she is dismissed on the grounds of misconduct or inefficiency, to repay the Government all expenditure incurred by it in connection with his/her course or such proportion thereof as a government may direct;
- v) In the event that the applicant fails to voluntarily repay the expenditure incurred by Government as indicated in clause (iii), repayments shall be effected through deductions from the separation package. Further, the Government may have recourse to legal action to recover any outstanding balances.

The parties hereto are deemed to have mutually agreed upon the said repayments as genuine pre-estimates of the losses sustainable by Government in the events referred to and to have stipulated for these repayment as liquidated damages and not by way of penalty.

Nothing contained in this agreement shall be construed as imposing any liability on the Government to continue to employ the candidate.

SIGNED BY THE SAID APPLICANT

Full Name: Signature: Date:

**SIGNED ON BEHALF OF THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA
(To be signed by Responsible Officer/Director, HRA)**

Name: Designation:

Signature: Date/Official Stamp:

IN THE PRESENCE OF (WITNESS)

Name: Designation:

Signature: Date:

RULES BINDING APPLICANTS ON TRAINING

Every applicant selected to attend a course is required to comply with the following rules:

- a) To obtain written authority from Government before proceeding for studies;
- b) To proceed to the approved institution of the course as directed (both as to the time and means of travel) and not transfer to another institution without authority;
- c) To begin his/her training at such time as may be directed and to continue diligently with such training until completion of the course unless he/she is prevented from doing so by sickness proved by a certificate from a registered medical practitioner or other circumstances accepted by Government as beyond his/her control;
- d) To follow any directive which may be given to him/her by the officer responsible for the course;
- e) To devote his/her full time and attention to follow the course for which he/she was selected unless permission to undertake other work or to modify his/her course in content or duration is granted in writing by the Government;
- f) At all times to comply with the requirements of the course regarding the conduct and discipline;
- g) To update Government on the progress of his/her course by submitting examination results regularly;
- h) Failure to satisfactorily progress on a course due to illness, Government may direct him/her to be medically examined by a registered medical practitioner to determine his/her fitness to continue the course; and
- i) To sit for any prescribed examinations unless he/she is prevented from doing so through sickness proved by a certificate from a registered medical practitioner or by other circumstances accepted by Government as beyond his/her control.