

BOND AGREEMENT



BETWEEN

**UNIVERSITY OF MEDICAL SCIENCES, ONDO STATE
("UNIMED/EMPLOYER")**

AND

.....
(EMPLOYEE)

THIS BOND is made this day of202__
BETWEEN UNIVERSITY OF MEDICAL SCIENCES, ONDO STATE (herein after called "UNIMED" and/or "Employer") located at Laje Road, Ondo City, Ondo State, Nigeria, a specialised University with the mandate to be a pillar in health sciences discipline in Nigeria of the ONE PART, and of a member of staff in the Department of Faculty ofin Unimed (hereinafter referred to as "**the Employee**") of the OTHER PART,

The afore-stated Unimed/Employer and Employee shall be jointly herein referred to as the "**Parties**".

WHEREAS:

The Employee has been granted admission to pursue a course or study for a period of one/two/three academic session(s) in at the University of commencing from academic session.

In view of the said admission, the Employee has applied for Study Leave with/without pay, which application has been reviewed, deliberately upon and/or considered by the Appointments, Promotions and Disciplinary Committee (Academic) and Unimed Governing Council.

At the Employer's Governing Council meeting of 20....., the Employer application for study leave with/without pay for academic session(s) was considered and approved.

UNIMED is therefore desirous and hereby binds the Employee to continue his/her employment with the University after the completion of the study leave with/without pay in line with the Provisions of Article **on Chapter VIII paragraph 2 (iv) of the Regulations Governing the Conditions of Service of Employee on CONTISS 06 to 11 or CONUASS 01 to 04.**

THE EMPLOYEE COVENANTS WITH THE EMPLOYER AS FOLLOWS:

- i. That there are competent members of staff in UNIMED to replace him/her in the academic position he/she presently occupies.
- ii. That the Employee had not withheld any material facts relevant to his/her request that could eventually adversely alter the position of Unimed by the granting of the Employee's application.
- iii. That the Employee shall endeavour to complete the academic programme within the limit and time so granted by UNIMED **WITHOUT PREJUDICE** to the provision of **Chapter VIII paragraph 2 (iv) of the Regulations Governing the Conditions of Service of Employees on CONTISS 06 to 11 or CONUASS 01 to 04.**
- iv. That if Unimed or Employer discovers any misrepresentation of facts or information whatsoever by the Employee which would have been relevant in aiding Unimed in exercising its discretion on the academic leave granted, Unimed reserves the right exclusively to terminate the academic leave hereby granted forthwith and without notice to the Employee.
- v. This bond freely entered into by the Employee to stay in the services of Unimed shall be in force for two (2) years after one year of training and expiration of the period of leave for approvals with pay while for the approval without pay, the bond will remain in force for six (6) months after one year of training and expiration of the period of leave.
- vi. The Employee shall provide a guarantor who must be a Senior Academic member of staff and who will be liable to refund all the salaries and other benefits earned or paid by UNIMED to the Employee of Unimed on behalf of the Employee within the period of the Academic leave if he/she fails to resume after the expiration of the said leave.
- vii. The said Guarantor shall write a letter of guarantee in favour of Unimed on behalf of the Employee herein stated.
- viii. The said Guarantee shall state in unambiguous and clear/unequivocal terms the following;

- a. The Guarantor's full names and address, phone number and email address.
 - b. The Guarantor's salary level and step.
 - c. The Guarantor's Department and/or Faculty.
 - d. A statement to assume full liability to refund in full all the salaries and benefits paid to the Employee by UNIMED if the Employee refuses or declines or neglects to resume his/her academic duties with UNIMED contrary to clause (v) above.
- ix. The Employee shall resume duty immediately after the expiration of the Academic leave and if the said Employee fails to do so, the Employee shall face the appropriate disciplinary measure by UNIMED, pay in full the salary paid to him/her during the study leave at by UNIMED and the Guarantor shall also refund all salaries and other benefits received by the Employee during the course of the study leave. If the Employee proceeds on the study leave without pay by UNIMED, the Employee shall pay back one (1) year salary or be dismissed.
- x. This Bond between the parties represents the entire and integral agreement between the parties and supersedes any or all prior agreements whether or verbal.
- xi. If any portion or clause(s) of this Bond for whatever reason is judicially determined to be illegal or unenforceable, the other clauses/portion therein shall continue in full force and effect.
- xii. The rights, duties and obligations contained in this Bond shall operate only between the parties to the Agreement.

NOW THIS BOND BETWEEN THE EMPLOYER AND EMPLOYEE WITNESSETH AS FOLLOWS;

That in consideration of the approval of UNIMED to the Employee to proceed on a study leave at with full monthly salary/ No salary payable, the Employee hereby binds himself/herself to return

to the University and continue his/her academic duties and obligations after the expiration of the study leave.

The Employee further binds himself/herself not to terminate her appointment with the University based on either two (2) years after a year of training for approval with full pay or six (6) months after one year of training for approvals without full pay.

IN WITNESS WHEREOF the Employee has set his/her hand and seal and the Employer has caused its Common Seal to be hereunto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED EMPLOYEE

.....

NAME OF EMPLOYEE

.....

SIGNATURE OF EMPLOYEE

IN THE PRESENCE OF (must be a senior member of staff of the University):

NAME:

ADDRESS:

DESIGNATION:

SIGNATURE:

DATE:

THE COMMON SEAL OF THE UNIVERSITY OF MEDICAL SCIENCES ONDO STATE (EMPLOYER/UNIMED) IS HEREBY AFFIXED IN THE PRESENCE OF:

.....

VICE-CHANCELLOR

.....

REGISTRAR