

Tripartite Funding Agreement for providing Financial Assistance under Postgraduate Grant Scheme of the National Center for Advanced Studies (NCAS)

This Agreement is made and entered into aton thisday of..... in the year by and between the **National Centre for Advanced Studies in Humanities and Social Sciences** established under the ‘National Centre for Advanced Studies in Humanities and Social Sciences Ordinance No .02 of 2005, effective from 01st of September,2005 by Order dated 10.10.2005 and published on the date cited 19.10.2005 bearing No. 1415/17 under Section 24 (A) (1) of the Universities ActNo. 16 of 1978 which is a Body Corporate with perpetual succession and having its principal place of administration at 6A, Sukhastan Gardens, Ward Place, Colombo 07, (hereinafter called and referred to as the “**NCAS**” which term or expression where the context so requires or admits mean and include the said NCAS, it’s successors and permitted assigns) of **the party of the first part.**

And

The **University of**established under the said Universities Act and having its principal place of administration at(hereinafter called and referred to as the “**University**” which term or expression where the context so requires or admits mean and include the said.....University it’s successors and permitted assigns) of the party of the second part

And

Rev./ Mr./Mrs./Ms.(name of the applicant) (Holder of National Identity Card No. and Sri Lanka Passport No..... (in the case of applicants who are pursuing their degree overseas) of..... (residential address)holding the post of(Designation) in the ... (D e p a r t m e n t) of the (Faculty) of the University of (hereinafter referred to as the said “**Applicant**”) which term or expression where the context so requires or admits mean and include the said his/her heirs, executors and administrators) of **the party** of the third part.

The party of the 1st part, the party of the 2nd part and the party of the 3rd part are hereinafter collectively referred to as “**the parties.**”

WHEREAS the NCAS has introduced a Postgraduate Grant Scheme (hereinafter referred to as the “**Grant Scheme**”) to provide financial assistance (hereinafter referred to as the “**Scholarship**”) to the staff members in the permanent cadre at the Higher Educational Institutions /Higher Educational Institutes(HEIs) established under the Universities Act to obtain postgraduate qualifications prescribed by the respective HEIs in the fields of Humanities and Social Sciences, subject to the guidelines issued by the NCAS (from time time) for this purpose.

AND WHEREAS the said guidelines issued by the NCAS shall form an integral part of the present Agreement.

AND WHEREAS the University h a s forwarded the Application of the Applicant dated to the NCAS recommending financial assistance under the above grant scheme to pursue postgraduate studies leading to Masters/ MPhil/ PhD in the field of..... (hereinafter referred to as the prescribed course of study) at the University of in..... (University of enrollment).

AND WHEREAS the NCAS having satisfied itself of the suitability/eligibility of the applicant in terms of the guidelines issued by the NCAS for this purpose has agreed to award the scholarship to the Applicant to pursue the said course of study.

AND WHEREAS the Applicant has agreed to accept the said Scholarship upon the terms and conditions **hereinafter set out below:**

Now the Agreement witnesseth and it is hereby agreed **AMONG THE PARTIES** as follow;

1. The NCAS has agreed to grant the said Applicant a sum of Rs.....a partial Scholarship to pursue the said course of study) at the University ofin.....
2. The University has agreed to grant the said applicant study leave as per the prevailing rules and regulations commencing from.....(dd/mm/yyyy) to (dd/mm/yyyy) for the purpose of enabling the said applicant to pursue the said course of study.

3. The Applicant further agrees to inform the NCAS of any valid scholarship from the registered University, unless otherwise mentioned in the Letter of Confirmation of Enrollment (CoE), in the form of a confirmation, obtained from the respective University that he/she does not receive any scholarship from them.
4. The University and the applicant shall undertake to enter into a separate Study Leave Agreement and enter into a Surety Bond as per Commission Circular 920.
5. The Applicant agrees to diligently pursue and complete the course of study and to submit the certificate thereof and a copy of the thesis in the form of a hard copy and a soft copy for the purpose of uploading in to the E-repository of the NCAS along with the extended abstract within six months from the resumption of duties at the respective University.
6. NCAS reserves the right to revise/amend/suspend/cancel the already approved scholarship in the event of the Applicant having obtained alternative source/s of funding for the same purpose in the form of Grant, Scholarship, tuition/fee waiver etc.
7. The Applicant shall during the stay in hereby agrees to send periodical reports of his/her study certified by the administrative head of the foreign/local Institution in which he/she is perusing postgraduate through the Vice-Chancellor of the University to the NCAS bi annually.
8. The Applicant shall during the stay in hereby agrees to send the scanned copy of the **entire Passport** in the PDF format as one document including the bio page, any alterations, departures and arrivals along with the six (06) monthly progress report through the proper channel to ensure his/her stay in the country specified herein. (Clause 2.13 of the Guidelines).
9. The Applicant shall NOT enter in to a secondary/ altered registration after the grant is awarded to the particular primary University specified herein NEITHER shall he/she register for a different degree other than that is specified above.
10. Grantee shall explicitly agree to complete the degree within years period (Clause 2.9 of the Guidelines). Failure to comply with will result in starting the recovery process without prior notice to the candidate.

11. The Applicant hereby agrees and enters that the terms and conditions (including any updates) of the NCAS grant Guidelines is part and parcel of this agreement and the NCAS will vehemently enact the conditions therein at any time without prior notice.

12. The NCAS shall be at liberty to cancel the grant at any time if,
 - (a) The work and/or conduct of the applicant is unsatisfactory;
 - (b) due to illness or ill-health of the Applicant that makes him/her unfit or unsuitable to continue with the said postgraduate study.
 - (c) The Applicant fails to comply with the terms and conditions herein set forth;
 - (d) The Applicant fails to send the periodical reports of his/her studies to the NCAS;
 - (e) The applicant fails to submit the evidence of presenting/ publishing research findings as per the guidelines/ instructions/ conditions set forth in its regulatory.
 - (f) If the Applicant misuses the Grant without using the for the purpose mentioned in this Agreement.

13. That the said Applicant shall after completion of the said postgraduate study forthwith and resume his duties at his/her University in a capacity decided by the University which decision shall be final and binding on the said Applicant and shall serve the University for a term of not less than afrom the date of resumption of duties by him as aforesaid.

14. In the event the Applicant abandons and /or fails to successfully complete the course of study and/or the NCAS cancels the Grant under any one of the instances mentioned in paragraphs 5, 7 and 10 above and or fails to resume duties as aforesaid he/she shall be treated as a violator of this agreement and shall be required to reimburse the NCAS the full expenses incurred by the NCAS under this Agreement.

15. In the event the Applicant becomes liable to pay any sum of money due to reasons mentioned under paragraph 9 of this agreement, the applicant hereby expresses his/her agreement in terms of Section 94 (c) of the Universities Act No. 16 of 1978 as amended by Section 49 of the Universities (Amendment) Act, No. 7 of 1985, to the University to

deduct and set off from the balance lying to the credit of the said Applicant in his Provident Fund the full amount or any part of the bond obligations without prejudice to the rights of the NCAS or the University to pursue any legal action against the Applicant to recover the full amount of expenses .

16. Each Party will ensure appropriate protection of any Intellectual Property Rights generated from the research activities under this Agreement in accordance with the respective laws, policies, rules and regulations in operation.

17. The University hereby agrees to recover the expenses incurred by the NCAS under this Agreement from the Applicant and to settle the same to the NCAS.

IN WITNESS WHEREOF the party of the first part, the party of the second part and the party of the third part have caused their common seal to be affixed to this instrument and to three others of the same date and tenor have set their respective hands to those present at Colombo aforesaid on this ... Day of the month of in the Year Two Thousand and Twenty-Three (2023).

Party of the First Part

Authorized signature of the National Centre for Advance Studies

.....

.....

Director/NCAS

Registrar/NCAS

Witness :

1.

2.

Party of the Second Part

Authorized signature of the University

.....

.....

Vice-Chancellor, University of

Registrar, University of

Witness:

1.

2.

Authorized signature of Applicant

.....
Applicant

Witness :

1.

2.

**SELF DECLARATION OF THE APPLICANTS WHO ARE CURRENTLY PURSUING
THEIR STUDIES OVERSEAS**

..... (date)

.....
.....
.....

..... (Address of the currently enrolled University overseas).

Director,
National Centre for Advanced Studies in Humanities and Social Sciences,
6A, Sukhastan Gardens,
Ward Place,

Colombo 07
SRI LANKA.

I, undersigned Rev./Mr./Mrs./Ms./ in the Department of of the Faculty of of University of, Sri Lanka, pursuing my MPhil/ PhD studies in the Department of, School of (if applicable) of the University of (Address overseas), declare that I am currently engaged in my aforesaid studies overseas, and prior to departure on..... (date of departure), I signed the two-party agreement with my University.

I understand that I am required to sign the 'Tripartite Funding Agreement' with the National Centre for Advanced Studies in Humanities and Social Sciences (NCAS), as part of the releasement of my grant scholarship which I have been awarded by the NCAS on 2023.

I hereby declare that I will complete the said Tripartite Funding Agreement at the very first instance when I return/visit the country, and in the meantime, I earnestly request you to release the grant based on the bond break down issued by the..... (home University) including the grant amount awarded by the NCAS, which shall serve as my financial obligation to the University and the NCAS simultaneously.

IN WITNESS WHEREOF, I the undersigned set my hands in this Self Declaration form on this ... Day of the month of in the Year Two Thousand and Twenty-Three (2023).

Signature of the Grantee

Date: