

	TECHNICAL UNIVERSITY OF MOMBASA		
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	Title: STAFF BONDING		
	Department: HUMAN RESOURCE MANAGEMENT		
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(USE BLOCK LETTERS TO FILL IN THE DETAILS)

Know all men by these presents that

I _____ PERSONAL No: _____

ID No: _____ of _____

and _____ ID No. _____
(Full Name of First Surety)

Of _____

are jointly and severally bound unto Technical University of Mombasa (herein-after called the University) **in the sum equivalent of the scholarship and/or salaries and allowances paid for the duration of the scholarship and/or study leave** to be paid to the University for which payment to be well and truly made, we jointly and severally bind ourselves, our heirs, executors, administrators and assign by these presents.

Sealed with our seals this _____ day of _____ in the Year of our lord Two thousand and _____

Whereas under a scheme for the award of financial assistance of kind herein- after referred to as Scholarship for training in Kenya or elsewhere outside Kenya, the said _____ has been awarded a scholarship for training at _____ and under the terms of the said scheme is required to enter into a bond duly to comply with the conditions set out here under.

NOW } THE ABOVE WRITTEN OBLIGATIONS are conditioned to be void in case the Said _____ shall:

- (a) Complete the course for which the scholarship was awarded and follow the directions laid down in the rules contained in the Staff Development Policy hereto and such other rules as may hereafter be made whether by way of amendment or otherwise by the Council of the Technical University of Mombasa and Vice Chancellor or any other person nominated by the Council in that behalf governing the award of Scholarships tenable in Kenya or elsewhere outside Kenya, and



- (b) Where applicable, accept such transport facilities made available to him/her return to Kenya and, if so required to return to Kenya immediately after completion of the course of study for which the scholarship is awarded or at such a time as the Council may, through the Vice Chancellor or any other person nominated by the Council in that behalf unless he/she is prevented from doing so by sickness proved by a certificated from a Medical Practitioner or by circumstances beyond his/her control recognized as such by the Council/Vice Chancellor or any other person nominated by the Council in that behalf, and
- (c) On return to Kenya, rejoin or enter in the Technical University of Mombasa establishment if called upon to do so by the Council/Vice Chancellor. In the capacity for which his/her course instruction is adjudged by the said Council/Vice Chancellor to have rendered him/her competent and continue in that service for period of _____ years or if not called upon to rejoin or enter such service, undertake such engagement as the Council may direct for period of _____ years. Provided that the Vice Chancellor shall have power to release him/her from such obligation at any time before the expiration of the said period or _____ years as he/her shall in his sole discretion think fit but in the event of a breach of any or all of the above conditions, the above written bond shall remain in full force and effect and the same sum equivalent to the value of the scholarship plus salaries and allowances paid for the duration of the scholarship/study leave shall be forthwith payable to the Vice Chancellor on behalf of the University in respect of such breach by the way of liquidated damages and not as a penalty by the obligor and in case of his/her failing to do so, by the sureties jointly or severally,
- (d) The said _____ and the University hereby agree that the above obligations contained in the agreement regarding the terms of employment with the University will bind and be paramount to any other later or subsequent terms of appointment unless his/her bond is first terminated by the University.

Signed, sealed and delivered by }
 The obligor to whom a scholarship }
 Has been awarded in the presence of: -}

 Signature (obligator)

Names in full (First Surety) _____
 (Block Capital)

ID. No: _____ Address: _____
 (Block Capital)

Occupation: _____ Signature: _____
 (Block Capital)

Names in full (Second Surety) _____
 (Block Capital)

ID. No: _____ Address: _____
 (Block Capital)

Occupation: _____ Signature: _____
 (Block Capital)



THE SCHEDULE BELOW REFERS TO RULES GOVERNING THE AWARD OF SCHOLARSHIPS MADE BY THE TECHNICAL UNIVERSITY OF MOMBASA TENABLE IN OR OUTSIDE KENYA.

(In this context ‘Scholarship’ includes any awards made under the University staff development Policy).

- (1) Every person awarded a scholarship by the University which is tenable in Kenya or outside Kenya is required to Comply with the following rules:-
 - a) To accept such transport to and from the venue of training as is provided by the college.
 - b) To proceed to the institution as directed and begin the course of studies for which the award was made and to continue with such studies for as long as prescribed unless he/she is prevented from doing so by sickness proved by a certificate from a recognized Medical Practitioner or by circumstances beyond his control recognized as such by the Vice Chancellor Or any other person in that behalf.
 - c) To reside in an approved college, hostel or lodgings.
 - d) To devote his/her whole time to following the course of instruction for which the scholarship is awarded unless permission to undertake other, work or studies or, to modify his/her course in content or duration is granted by the University.
 - e) Not to engage in any occupation or activity which is considered detrimental to his/her progress in the course of studies prescribed for him/her and/or detrimental to his/her health.
 - f) To satisfy the Council as to attendance, conduct and progress by report from the head of the institution or such other approved person at the institution in which he/she is studying.
 - g) At all times to conduct he/she as an honest and faithful student and to the best of his/her power and ability faithfully to observe, obey and perform such instructions may take.
 - h) To submit to a medical examination as directed, it being understood that the scholarships may be suspended or terminated if the report from such medical examination indicates that he/she is unfit to complete his/her studies owing to ill health. The scholarship may be suspended or terminated if he/she absents himself from studies for more than six months owing to ill health.
 - i) To sit for and pass any prescribed examinations or approved group of examinations within the time fixed by the authorities of the institution at which he/she is attending or by the Vice Chancellor or any other person in that behalf unless he/she is prevented form so doing by sickness proved by a certificate from a recognized Medical Practitioner by circumstances beyond his/her control recognized as such by the Vice Chancellor or any other person in that behalf.
 - j) To complete the course without interruption and to fulfill all the conditions under which the scholarship was awarded.
- (2) The scholarship may be suspended or terminated if the person awarded a scholarship fail comply with any of the foregoing rules. Where a scholarship tenable outside Kenya terminated, the cost of a return passage will be met by the University provided that the person returns to Kenya at the earliest opportunity, he/she shall forfeit his/her right to free passage and all other allowances to which he/she would otherwise be entitled.
- (3) Whenever direction, intention, approval or consent is indicated or required by any of the foregoing rules, the same may be given or signified by the Vice Chancellor by revision of the Staff development Policy.



(4) All beneficiaries will be required to sign the following declaration in the presence of a University lawyer or an officer of the Council authorized in that behalf by the Council.

I _____ ID.No. _____

of Staff No: _____

HEREBY declare that I have read the foregoing rules and agree that the scholarship awarded to me shall be governed by these rules and that in the event of a breach by me of any of the above rules, my scholarship may be suspended or terminated forthwith.

(OBLIGOR Signature)

I certify that the declaration was both aloud and signed by the Candidate in my presence on the

_____ Day of _____ Year _____

Name

Signature

Title/Designation

Official Stamp

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