

# BUGANDO MEDICAL CENTRE

## TRAINING BOND (Regulation 4.3)

### TRAINING AGREEMENT BY BMC

THIS AGREEMENT MADE this ..... day of ....., 20..... between BUGANDO MEDICAL CENTRE of P. O. Box 1370 Mwanza Tanzania (hereinafter called the BMC) of the one part and Dr/Mr/Mrs/Miss/Ms..... of P. O. Box ..... (Hereinafter referred to as "Officer awarded sponsorship") of the other part.

WHEREAS THE officer has been selected to attend training (hereinafter called further studies) at..... (hereinafter called the Institution) for the purpose of acquiring the qualifications of ..... AND WHEREAS BMC has offered and the officer has accepted such sponsorship to the Institution on the terms and conditions as herein stipulated.

NOW, THEREFORE it is agreed by and between the parties hereto as follows:-

#### 1.0 Interpretations:

- (i) "Full sponsored officer" shall mean an officer to whom the BMC/Government has extended study leave, full sponsorship and is paid full salary during the period of study.
- (ii) "Partial sponsored officer" shall mean an officer to whom BMC has extended study leave and is paid fully salary during the period of study.
- (iii) "Non-sponsored officer" shall mean an officer to whom BMC has extended study leave only.
- (iv) "Bond period" shall mean a period of 5 years for full sponsored and 4 years for partial sponsored in which the Officer is bonded to serve BMC after study.

2.0 Subject to the provisions of this agreement, BMC will award a study leave, full salary and scholarship or study leave and full salary during his/her period of study.

3.0 On completion of his/her further studies the officer shall serve BMC for not less than five (5) for full sponsored or four (4) years for partial sponsorship.

4.0 In consideration of the said sponsorship by BMC the officer awarded the sponsorship hereby undertakes:

Signed by:..... Page 1 of 4 Signed by:.....  
(For; Employer) (Employee granted Sponsorship)

- (i) To complete the course in accordance with the directions contained in the rules set out in the terms and conditions set out in clause 7 of this Agreement and in accordance with such other directions as may be given to him/her by BMC.
- (ii) In case of the officer awarded sponsorship for further studies to be undertaken outside Tanzania, to return to Tanzania by such method as may be required by BMC immediately after the completion of the studies or at such other time that BMC may direct.
- (iii) On completion of his/her further studies to report at BMC within one month thereof resume duties/services of BMC in the capacity appropriate to his/her new qualifications or the same qualifications.

5.0 The officer shall pay back all money including sponsorship and salaries spent for attending further studies and during study leave:

- (i) If the officer contravenes or fails to comply with any of the provisions of clause ii – iii hereof, or with any directions given there under, he/she shall be liable to repay to BMC all costs spend on the officer during the period of the studies.
- (ii) If the officer resigns without permission or is dismissed from the service of BMC within five years of his entry into such service under the provisions of this clause hereof, he will be liable to repay to BMC that proportion of the said sum by his/her period of service to BMC that falls short of total period of five or four years.
- (iii) If the officer contravenes or fails to comply with any of the provisions of the Rules for BMC contained in the terms and conditions hereto or with any other directions given to him/her by BMC, BMC may suspend or terminate the officer from the sponsorship award.
- (iv) If an officer awarded a sponsorship for further studies to be undertaken outside Tanzania is terminated the officer will be provided with a return passage to Tanzania at the expense of BMC.

6.0 Whenever any directions, approval or consent of BMC is required under this agreement or under the terms and conditions for the BMC sponsorship contained in clause 7 hereto the same may be given or signed by the Director General or one of the hospital's directors or any authorized officer for BMC.

## 7.0 TERMS AND CONDITIONS OF THE TRAINING BOND

Every person awarded a BMC sponsorship is required to comply with the following terms and conditions:-

- a. To sign training agreement with the BMC before proceeding for further studies.
- b. To proceed to the venue of the studies for which the sponsorship is being awarded as directed (both as to the time and means of travel);

- c. To begin his/her studies at such time as may be appointed and continue diligently with such studies unless prevented from so doing by sickness proved by a certificate from a medical practitioner or by other circumstances beyond his/her control i.e. bad accident or death,
- d. As and when called upon by BMC to present himself/herself to be medically examined and render a report on his/her health to BMC it being understood that declared by the medical practitioner Approved by BMC for the purpose as unfit to complete his/her Studies owing to illness, or if owing to illness she/he is absent from his/her studies for more than six months.
- e. To sit for and pass the prescribed examination within the time Fixed by the authorities of the institution at which he is attending or by BMC unless he is prevented from so doing by sickness proved by a certificate from a Medical Practitioner or by other circumstances beyond his control.
- f. To follow any directions/instructions which may be given to his/her by the Authorities of the institution at which he/she is attending the studies or Residence in an approved college, hostel or lodgings;
- g. To devote his/her fulltime and attention to following the studies of the Instruction for which the officer is being awarded unless permission to undertake other work or to modify his/her course in content or direction is granted.
- h. Not change the course of study or institution without prior written approval of BMC.
- i. At all times to comply with the requirements regarding conduct and discipline of institution at which he/she is attending the studies.
- j. To satisfy to BMC as to his/her attendance, conduct and progress. By submitting academic progress reports from the head of the institution, Academic officer, or his representative, at which he/she is studying;
- k. At every leave break to report to BMC in writings and work during the time of leave and a record certifying his presence kept in his personal file signed by the authority;
- l. At every term/semester he/she shall submit to the BMC Director General the academic progress report in accordance with sub-clause 7(g) herein above;
- m. In case of discontinuation the Officer shall immediately report back to work within one month and submit a written official report to the employer from the respective training Institution.
- n. In case of academic period extension due to reasonable cause the Officer shall immediately request for permission of study leave extension attached with official supporting documents from the employer.
- o. The officer shall not be entitled to sabbatical leave or unpaid leave during the bond period.

- p. For a non-sponsored officer, his/her employment with BMC shall be suspended immediately upon commencement of study leave.
- q. On his/her return, the non-sponsored officer shall be rehired at the position or level at which such officer left or at the position or level appropriate to his/her new qualification as deemed by BMC only if such position shall be available/vacant.
- r. The provisions of any regulations decided by BMC from time to time or any provisions which may replace the same pertaining to further studies/study leave and bursaries shall form part of and shall be read and construed with this agreement.

IN WITNESS WHEREOF THE parties hereto have their hands the day and year first above written:-

Signed by the said (Name in full) .....

.....  
Signature of Officer

In the presence of:

Name: .....

Address: .....

Occupation: .....

.....  
Signature of Witness of the Officer

Signed for and on behalf of BMC:

In the presence of:

Name:.....

Occupation:.....

Address:.....

.....  
Signature  
For and on behalf of BMC

And in the presence of:

Name:.....

Occupation:.....

Address: .....

.....  
Signature of Witness of BMC