

MOI UNIVERSITY

TRAINING AND EMPLOYMENT BOND

THIS BOND is given this day of201.. by

- (1)PF.No.....Department ofof Post Office Box Number.....,Kenya Home address Post Office Box Number.....("the Employee) , and
- (2)PF.No.....Department of..... of Post Office Box Number , Kenya, Home Address, Post Office Box Number..... of Kenya, ("the first surety") and
- (3)PF.No..... Department of..... of Post Office Box Number , of Kenya, Home Address, Post Office Box Number..... of Kenya("the second surety)

TO: MOI UNIVERSITY of Post Office Box Number 3900, Eldoret, Kenya ("the Employer")

WHEREAS the Employee is to undertake a course leading to the award of a Degree, Diploma, Certificate, etc at [.....] ("**the Institution** ") in..... for a period of [.....] to commence on [.....] (hereinafter referred to as "**the Course**") **AND IN CONSIDERATION** of the Employer agreeing or arranging to pay the expenses of the course and/or to pay the Employee salary and allowances during the period of the Course the Employee and the Sureties have agreed to enter into this Bond and to comply with the conditions set out hereunder.

NOW KNOW ALL MEN BY THESE PRESENTS that the Employee and the Sureties have jointly and severally bound themselves to the Employer in the sum of Kenya shillings [.....] [KShs.....] plus interest thereon at the rate of_[.....] per centum per annum as hereinafter provided to be paid to the Employer for which payment they hereby jointly severally bind themselves and their respective heirs executors and administrators and assigns by these presents:

NOW THE ABOVE WRITTEN OBLIGATIONS shall be void in case the

Employee shall:

- 1) Duly complete the Course and comply with the rules contained in the schedule hereto (hereinafter called "**the Rules**"); and
- 2) Upon the completion or prior termination of the Course continue to serve the Employer for [.....] years/months in a capacity to be designated by the Employer.

THE SCHEDULE

RULES GOVERNING THE COURSE

The Employee shall:-

- a) Proceed to the Institution as directed by the Employer to pursue the Course diligently and continue with the Course for as long as may be necessary and desirable for the completion of the course unless prevented from so doing by sickness proved to the satisfaction of the Employer by a Certificate from a Medical practitioner or by other circumstances beyond his control recognized as such by the Employer:
- b) Devote his whole time and effort to the Course and not without the permission of the Employer first had and obtained engage in or undertake any work, occupation or studies other than the Course:
- c) Satisfy the Employer as to attendance, conduct and progress by periodical reports from the head of the relevant department of the institution under which the course falls or from some other person approved so to report by the Employer:
- d) Not to engage in any occupation or activity which is considered detrimental to his progress in the course and/or detrimental to his health and/or immoral or illegal;
- e) Conduct himself at all times as an honest and faithful person to the best of his power and ability faithfully observe, obey and perform such instructions, directions, rules and regulations as may from time to time be made or given to him by the head of his Department at the Institution or by any other person placed in authority over him:
- f) Whenever directed to do so by the Employer, submit to medical examination, it being understood that the funding for the course by the Employer may be suspended or terminated if the report from such medical examination indicates that the Employee is unfit to complete his studies owing to ill health.
- g) Sit for and pass all examinations fixed by the institution unless prevented from so doing by such causes as are mentioned in Clause (a) above;
- h) Complete the Course without interruption and fulfill all the conditions under which he was accepted for the Course unless prevented from so doing by such causes as are mentioned in Clause (a) above;
- i) During the continuance of the Course and for as long thereafter as the Bond to which these Rules relate remain in force, duly perform and observe such agreements, conditions, stipulations, restrictions and provisions as are contained in or implied by his letter of appointment or any service agreement made between him and the Employer and on his part to be performed and observed.

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)	
Signed by the employee)
In the presence of :-)	(signature of employee)
)	
)	
LEGAL OFFICER)	
)	
Signed by the first surety)
In the presence of:-)	(signature of the first surety)
)	
)	
LEGAL OFFICER)
)	(signature of the second surety)
Signed by the second surety)	
In the presence of:-)	
)	
)	
LEGAL OFFICER)	

PROVIDED THAT the Employer may release the Employee or the sureties Or all of them from all or any of the said obligations at any time before the expiration of the said period.

BUT in the event:

- a) That the Employee before completion of the Course breaches any or all of the above Conditions and Rules then the above-written bond shall remain in full force and effect and all such sums as shall have been paid by the Employer for the Course and/or in form of salaries for allowances while on study leave shall be due and payable to the Employer by the Employee and/or the sureties plus interest thereon at the rate of [.....] % per annum from the date of such breach by way of liquidated damages and not as a penalty and any subsequent raining to be undertaken by the Employee at the Institution shall be at his own cost and expense: or
- b) That the Employee after completion of the Course and before the end of the period in Condition (2) above leaves the Employer's service then the above written Bond shall remain in full force and effect and the said sum set out in paragraph (a) above plus interest thereon at the [.....].% p.a. from the date of such breach until the date of payment in full shall be forthwith payable to the Employer by the Employee and/or the sureties in respect of such breach, by way of liquidated damages and not as a penalty.

Whenever any power, discretion, intention, approval or consent is indicated or required to be exercised, given or signified hereunder or under the Rules by the Employer, then the same may be exercised, given or signified by a duly authorized officer of the Employer or by such person as the Employer may appoint for the purpose. The Employee and the sureties agree that the Course shall be governed by the Rules and that in the event of a breach by the Employee of the Rules the Course and the funding thereof may be suspended or terminated forthwith.

IN WITNESS whereof the Employee and the Sureties have hereunto set their hands the day and year first above written.

I certify to the best of my knowledge that the above named sureties will be able to meet their liabilities if called upon to do so.

SINGED:

DESIGNATION:

ADDRESS:

(THIS CERTIFICATE TO BE GIVEN ABOVE MUST BE OBTAINED FROM A CITIZEN OF KENYA, SUCH AS A MINISTER OF RELIGION, A MEDICAL OR LEGAL PRACTITIONER, AN ESTABLISHED SENIOR PUBLIC SERVANT OR A BANK OFFICIAL PERSONALLY ACQUAINTED WITH THE SURETIES BUT NOT FROM IMMEDIATE RELATIVES)

NOTE: Sureties may be called to the offices of the University to give Supplementary information.

DATE TRAINING STARTED:

DATE TRAINING END: