

AGREEMENT

THIS AGREEMENT is made and entered in to by and between the GENERAL SIR JOHN KOTELAWALA DEFENCE UNIVERSITY OF RATMALANA, SRI LANKA (hereinafter called and referred to as the “University”) acting herein through *Hewa Galamulage Uditha Dammika Kumara* as Vice-Chancellor, General Sir John Kotelawala Defence University (hereinafter called and referred to as the “Vice-Chancellor”) on the FIRST PART and

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..... (ID NO.)
of
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.....

(hereinafter called and referred to as “Student”) on the OTHER PART.

WHEREAS the University has admitted the Student to follow a 05-year Degree Programme at the University from the date of his/her enrollment as a Student thereof, upon the terms and conditions hereinafter set forth and contained.

AND WHEREAS the Student has agreed and accepted the said Studentship and Course of Study upon the terms and conditions hereinafter set forth and contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed as follows:

1. That the Student shall on this *of May Two Thousand and Twenty-Four*, be admitted to the University to read for a degree leading to the award of **Bachelor of Medicine and Bachelor of Surgery (MBBS)** for a period of **Five (05) Years** from the said date at the University as prescribed by the Board of Management of the University.
2. That Student at the University shall:
 - a. Be subject to and governed by Rules and Regulations and By-Laws made from time to time under the General Sir John Kotelawala Defence University Act No. 68 of 1981 and subsequent amendments, as applicable to the Student to the satisfaction of the Vice-Chancellor of the University.
 - b. Follow the instructions and carry out orders which he/she may receive from such persons as directed by the University to the satisfaction of the Vice-Chancellor of the University.
 - c. Shall continue with sports/ extracurricular activities that the student had engaged at School level and/or Zonal Level and/or District level and/or Provincial Level and/or National level and/or International Level.
 - d. Shall make available to himself/herself internet connectivity and other equipment to facilitate delivery of online lectures and other modes of learning.

3. a. That the Student shall pay to the University for his/her studies at the University, a Course Fee of **LKR Twelve Million Five Hundred Thousand Rupees (LKR 12,500,000/-)** as prescribed by the University.

b. The Student shall pay the said Course Fee in five (05) installments as follows;

- i. 20% of the Course Fee - at the Registration / Enrollment.
- ii. 20% of the Course Fee - on or before 30.11.2024
- iii. 20% of the Course Fee - on or before 30.11.2025
- iv. 20% of the Course Fee - on or before 30.11.2026
- v. 20% of the Course Fee - on or before 30.11.2027

c. In the event that the student fails to pay his/her Course Fee as indicated above he/she shall be deemed to have discontinued his/her Course of Study at the University, and the amount already paid as the Course Fee including the fee applicable for the current academic year shall not be refunded.

4. a. In the event of any extension of the period of study at the University for a reason on the part of the University, the Student shall continue his/her studies at the University during the extended period on the same terms and conditions as herein contained and the provisions of this Agreement shall apply in all respects, during the extended period which shall be considered as originally included as a part of the period of study at the University.

- b. In the event of such extension of the period of study mentioned in paragraph 4. a, the University shall bear the additional cost for the study on behalf of the Student.
- c. In the event of the Student's failure to complete the his/her course of study on time for a reason on his/her part, he/she shall bear the additional cost for the extended period of study at the University.
- d. The extended period shall not exceed more than one (01) year unless the Board of Management of the University decides otherwise.

5. That the University is hereby vested with the absolute right to rescind this Agreement at any time under any one or more of the circumstances mentioned below during the Student's period of study at the University, if in the opinion of the Vice-Chancellor and the Board of Management;

- i. The Student fails to pursue diligently and faithfully the course of study prescribed for him/her by the University.
- ii. The Student is found guilty of insubordination and/or misconduct.
- iii. The Student is found guilty of any breach and/or neglect of any Rule or Regulation or By - Laws administered by the University.
- iv. The Student fails to comply with any of the terms and conditions set forth and contained herein.
- v. The Student is placed unfit at the University Entrance Medical Report by the Medical Officer.

- vi. The Student fails to pay the course fee/installment on time for the relevant Academic year.
- vii. The Student is found to have provided incorrect information, including the Examination Results at his/her admission to the University.
- viii. The Student has failed to obtain security clearance from the State Intelligence Service (SIS).

6. Where prior to the expiration of his/her Course of Study the Student shall not be allowed;

- a. to de-register from the Course of Study, except under exceptional circumstances as determined by the Board of Management on the recommendation of the Vice Chancellor of the University.
- b. to seek a refund of the Fees paid as a Course Fee installment, and/or full Course Fee and/or any other prescribed Fee under any circumstances and/or due to any reason whatsoever.

7. Nothing herein contained shall be deemed to imply and/or be construed to mean that the University and/or the Government of Sri Lanka shall employ or be bound to employ the Student.

8. Except as otherwise provided in the Agreement, the Vice Chancellor of the University shall be the authority acting for and on behalf of the University in all matters in respect and/or relating to and/or arising from this Agreement.

9. “Vice-Chancellor of the University” shall mean the person holding the Office of, or acting as the Vice-Chancellor, General Sir John Kotelawala Defence University or who for the time being is performing the functions now exercised by the Vice-Chancellor of the General Sir John Kotelawala Defence University.

10. “Board of Management” shall mean the Board of Management of the General Sir John Kotelawala Defence University.

11. “Course Fee” shall include **Tuition Fees, Examination Fees** and any other fee applicable for the Course of Study.

12. “Academic Year” shall mean the year commencing from 01st of January and ending on 31st of December, according to the annual calendar.

IN WITNESS WHEREOF the said *Hewa Galamulage Uditha Dammika Kumara* as Vice-Chancellor, General Sir John Kotelawala Defence University, acting herein for and on behalf of the University and the

said.....

the Student set their respective hands hereunto and one other of the same tenor as these presents at General Sir John Kotelawala Defence University, at Ratmalana on this *of October Two Thousand and Twenty- Four.*

HEWA GALAMULAGE UDITHA DAMMIKA KUMARA
Vice-Chancellor
General Sir John Kotelawala Defence University
for and on behalf of the General Sir John Kotelawala Defence University

WITNESSES:

1. Signature :
Name : **SDKC Sandanayake**
Designation : Acting Registrar
Address : General Sir John Kotelawala Defence University,
Ratmalana

2. Signature :
Name : **RORB Senaratne**
Designation : Deputy Registrar
Address : General Sir John Kotelawala Defence University,
Ratmalana

.....
Student

WITNESSES:

1. Signature :
- Full Name :
- NIC Number :
- Designation :
- Office Address :
- Home Address :
- Telephone :

2. **Signature** :

Full Name :

NIC Number :

Designation :

Office Address :

Home Address :

Telephone :