



Ministry of Public Service, Administrative and Institutional Reforms

Bonding Policy in the Public Service

TOWARDS A TECHNOLOGY-DRIVEN PUBLIC SECTOR

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1. Bond Agreement

- (i) Public Officers who are required to undergo sponsored training courses/programme, **leading to at least a certificate enhancing their qualifications**, or Trainees should sign a bond agreement with their respective Ministries and Departments. The **bond value should be equivalent to an estimated amount representing the full training cost and other related expenses**.
- (ii) Failure to abide by the bond obligations will lead to enforcement of the clauses of the Bond Agreement which involves as applicable full or partial reimbursement of the bonded amount.

Trainees

For the purpose of bonding officers, Trainees shall include:

- (i) new recruits enlisted as trainees; or*
- (ii) officers employed in a temporary capacity and who are required to undergo a specific or formal training, upon successful completion of which they would qualify for appointment in a substantive capacity in their respective grades.*

Trainees, upon enlistment, shall be given a **moratorium period of one month** to allow them make an informed decision before signing a bond agreement. The Agreement should be signed along **with two or more sureties**.

Officers holding a substantive appointment

A bond agreement has to be signed, irrespective of the duration and mode of a sponsored course, where:

- (i) the officer has been selected or nominated with the approval of the appropriate Service Commissions or Ministry/Department to follow a course leading to an examination and the award of a certificate; or
- (ii) the course is in the field of an essential service or a scarcity area; or
- (iii) the training is highly specialized either technical and/or professional in nature and of high value.

The concerned Ministry/Department should ensure that the bond is duly signed prior to the officer proceeding on training abroad.

2. Bond Layout and Undertaking and Guidelines

Ministries/Departments shall use the prescribed standard bond documents as follows:

1. Bond Agreement (without sureties) (Annex A);
2. Bond Agreement (with sureties) (Annex B);
3. Particulars of Sureties (Annex C)
4. Undertaking (Annex D); and
5. Guidelines for Bondees and Sureties (Annex E)-(to be handed over to bonded officers and sureties)

3. Bond Serving Obligation

(a) Specific Ministry/Department

In case of sponsored training being provided in essential services, specialized or scarcity areas and where Ministries/Departments require a trainee/officer to serve the specific Ministry/Department at least during the bonded period, the bond must be so worded as to impose such obligation upon the officer/trainee.

(b) Government of Mauritius

Officers/trainees may be bonded to serve the Government of Mauritius where they are sponsored:

- (i) to follow general nature courses in a field relevant across the public sector; or
- (ii) for training courses obtained through open advertised sponsored scholarships.

4. Computation of Bond Amount

The basis for computation of bond amount for different types of courses is as per Table 1 below:

Table 1: Basis of calculating Bonded Amount

SN	Nature of Course	Basis of calculation
(i)	Part-time sponsored course run locally	Course fees and any other expenses related to the training
(ii)	Full-time sponsored course run locally (including distance learning)	Course fees, salary/bonus/allowances and any other expenses related to the training
(iii)	Course run abroad and fully sponsored by Government	Course fees, salary/bonus/allowances, airfare, boarding cost and any other expenses related to the training.
(iv)	Course run abroad and fully sponsored by donor institutions	
(v)	Sponsored Distance/On-line learning courses (on part time basis)	Course fees and any other expenses related to the training
(vi)	Sponsored Blended courses	Bonded amount inclusive of the following, as appropriate: - (i) all course fees and any other expenses related to the training; (ii) salary/bonus/allowances to be factored in for full-time training period ; (iii) airfare and boarding cost if training being partly run abroad.

Bonded Period

The bonded period (training period + serving period) for a trainee starts as from the date of enlistment. The serving period begins as from the date the results of the examinations are published or their respective date of appointment, as appropriate.

The bonded period for officers holding a substantive appointment starts as from the date of commencement of the training and ends after the appropriate serving period.

5. Determination of Serving Period

The serving period, the maximum of which is 5 years, should be determined based on the bonded amount. The calculation of serving period is detailed at Table 2 below:

Table 2: Calculation of serving period

Bonded Amount	Serving Period
\leq Rs 300 000	2 years
$>$ Rs 300 000 \leq Rs 1 M	3 years
$>$ Rs 1 M \leq Rs 3 M	4 years
$>$ Rs 3 M	5 years

6. Double/Multiple Bond Agreement

An officer/trainee, who is required to complete various types of sponsored training/courses due to specificity of the grade, is required to **enter into only one bond agreement** where the **bonded amount should be aggregated and serving period calculated accordingly, as per Table 2 above.**

However, where a **bonded officer** is offered another sponsored training before the termination of his/her serving period relating to the previous bond, **the officer should enter into a fresh bond** (instead of double bonding) whereby **the new bonded amount should be an aggregate of the estimated new bond value together with the remaining bonded value not yet served under the previous bond/s.** The new bonded amount, thus aggregated, should be used as the basis to determine the new serving period as per Table 2 above. The previous bond agreement will thus lapse.

7. Flexibilities to Serve Remaining Bonded Period

Where bonded officers/trainees are offered another employment either during training period or serving period, the following flexibilities are allowed:

(a) within the same Ministry:

(i) *where the new departmental grade also warrants bonding of the incumbent*

The officer/trainee has to sign a new bond agreement related to the new grade and the second bond agreement will supersede the first one.

(ii) *where a bond is not required for the new departmental grade*

The bonded officer/trainee has to sign an ‘undertaking’ to serve the remaining bonded period in the Ministry.

In case the officer/trainee moves from one grade to another during the training period, he/she has to serve for a period, to be determined as per Table 2 above, based on the actual cost of training incurred.

However, if such movement occurs during the serving period, the officer has to serve the remaining serving period in the new grade, accordingly.

(b) Within the Public Service or public body

A bonded officer/trainee who is offered employment in another Ministry/Department or a public body, may be allowed to complete the remaining serving period in the new grade, provided that:

- (i) the respective Supervising Officers are satisfied that the duties attached thereto are related to the sponsored training received; or
- (ii) the new grade falls within the field of an essential service or a scarcity area; or
- (iii) the incumbent has acquired on his own a specific or specialized qualification related to the new grade.

The incumbent will, however, have to sign an ‘**undertaking**’ (*as per format at Annex D*) with the Ministry/Department where the officer was initially bonded to serve the new organisation for a time period equivalent to:

- the remaining serving period of the current bond agreement for an officer; or
- a period to be determined as per Table 2 above, based on the actual cost of training incurred on the trainee.

Once the signed ‘undertaking’ is forwarded to the new Ministry/Department, the respective Supervising Officer should ensure that a previously bonded officer completes his/her serving period at that Ministry/Department or public body as per the ‘**undertaking**’.

In case of disagreement to the above flexibilities between the Ministry/Department and the bonded officer, the matter may be referred to the Joint Technical Committee.

In case the officer/trainee breaches the ‘**undertaking**’ referred to above, the initial bond agreement will be enforced and made effective as from the date the ‘undertaking’ has been breached.

(c) Open Advertised Sponsored Scholarships

In case of mobility of bonded officer under *Open Advertised Sponsored Scholarships*:

- (i) the officer should be allowed flexibility to serve the bonded period within the public service;
- (ii) in case the officer moves to the private sector in Mauritius, he/she should refund the bonded amount only in terms of **salaries and allowances drawn during his study leave on full pay**; and
- (iii) where incumbent leaves the service to take up employment abroad, **the full bonded amount should be refunded on a pro-rated basis** as per formula at paragraph 9 below.

8. Breach of Bond Agreement

A bonded trainee/officer shall be in breach of his/her bond agreement where he/she:-

- (a) abandons the course to take up employment in the private sector;
- (b) is disqualified from the course owing to unsatisfactory performance and irregular attendance;
- (c) takes up employment in the private sector before completion of the serving period;
- (d) takes up employment in another Ministry/Public organization before completion of the training/serving period **not** under the conditions mentioned at Paragraph 7(a) and (b) above; and
- (e) does not, for any other reasons, on completion of the training, serve as per the bond agreement.

9. Calculation of Bonded Amount

(a) During Training Period

Officers/Trainees who breach their Bond Agreements during their **training period**, should refund the bonded amount equivalent to the actual costs incurred on incumbent at the time of breach, inclusive of the following components, as appropriate:

- (i) costs relating to course fees;
- (ii) air fares;
- (iii) accommodation costs;
- (iv) salary/allowance paid; and
- (v) other related costs.

(b) During Serving Period

Bonded officers who breach their Bond Agreement during their **Serving Period** should refund the bonded amount on a pro-rata basis by using the following formula:

$$\frac{V*(N-X)}{N}$$

where 'V' represents the value of the bond, 'N' the bonded period in days and 'X' the completed period in days.

10. Refund of Bonded Amount Due

- (a) Bonded officers/trainees who breach their bond agreement to take up employment in the private sector should refund the bonded amount due as follows:
- (i) in a lump sum; or
 - (ii) in case of inability to comply with (i) above, the amount due should be refunded **within a period of twelve months** as from the date of abandonment of training or vacation of office.
- (b) For cases relating to breach of bond other than (a) above, bonded officers/trainees and sureties are allowed to refund the bonded amount due as follows:
- (i) in a lump sum; or
 - (ii) in case of inability to comply with (i) above, the amount due may be refunded within a maximum period of three years free of interest. However, **at least 30% of the total bonded amount due should be refunded annually.**
 - (iii) Where the bonded amount due is recouped after the three-year period as a matter of court ruling or otherwise, **interest shall be charged at the prevailing legal rate after the three-year period.**

An agreement should be signed between the concerned Ministry/Department and the bonded officer/trainee for both cases at paragraph 10 (a) (ii), 10 (b) (ii) and 10 (b) (iii) above, regarding the mode and refund schedule of the bonded amount due.

The effective date to refund the bonded amount is as from the date the bond agreement is breached.

11. Recoupment of Bonded Amount Due from Payroll or Other Entitlements/Benefits

- (i) Where the officer/trainee opts to refund the bonded amount due in installments, recoupment may be made by way of salary deduction of incumbents still on Government payroll. (An undertaking should be signed between the public body and the officer/trainee on the timeframe and quantum of monthly refund).
- (ii) Where the officer leaves the public service, the bonded amount due may be recovered from the officer's accrued benefits (if any).

12. Guarantees

(a) Officers holding substantive appointment with bond value not exceeding Rs 300,000

No guarantee is required for a bond, the amount of which does not exceed Rs 300,000 in respect of officers holding a substantive appointment and who are sponsored to follow courses run locally (including those run on a distance learning mode).

(b) Trainees/ Officers holding substantive appointment with bond value exceeding Rs 300,000

All trainees irrespective of their bonded amount and officers holding substantive appointment whose bond amount exceeds Rs 300,000 should sign the bond agreement, secured with either of the following:

- (i) two or more sureties, or
- (ii) a bank guarantee, or an insurance cover for the bonded amount.

The sureties should produce documentary evidence that they have the capacity to honour the bond in case of default, e.g. Payslip or statement from the bank or an affidavit disclosing their assets and liabilities.

Self-employed individuals may act as surety upon submission of a relevant Business Registration Certificate and hands-on proof of capacity to honour the bond in case of default.

Sureties should notify the public body of any change in address and they should be kept informed by the concerned Ministry/Department of all developments pertaining to **a bond being enforced**.

13. Joint Technical Committee

A Joint Technical Committee, comprising representatives of the Ministry of Public Service, Administrative and Institutional Reforms, the Ministry of Finance, Economic Planning and Development and the Pay Research Bureau shall:

- (a) consider applications received from Ministries/Departments regarding waiving of bonds or transfer of serving period. Waiving of bonds may be considered in exceptional cases as a result of circumstances which are beyond the control of the bonded officer, e.g. illness and where the organization is satisfied that this may be a good reason for waiving of a bond in full or in part. Such cases for waiving of bond will be considered on a case to case basis; and
- (b) look into all reported cases of disagreement, inconsistencies, and interpretation with regards to bond policy.

14. Discharge of Bond Obligation

The bond obligation will be deemed to have been discharged upon:

- (i) completion of the obligatory service period;
- (ii) full redemption of the bonded amount by the bonded officer or surety(ies);
- (iii) voluntary retirement due to abolition of office;
- (iv) retirement on medical grounds;
- (v) the demise of the bonded officer; and
- (vi) where the bond has been waived by the Joint Technical Committee on Bond.

15. Database for bonded officers

Ministries/Departments should ensure that all information pertaining to bonding of officers is captured in a comprehensive database where information is easily retrievable.

BOND AGREEMENT (without sureties)

(In line with Ministry of..... Circular No..... of)

Bond Agreement Reference No:.....

PART I

1. **BETWEEN** the Government of Mauritius, represented by
..... (insert Ministry/Department)

AND

Mr/Mrs/Miss*....., holding National Identity
Card No: (hereinafter referred to as "**the officer**")

WHEREBY it is mutually agreed by and between parties thereto as follows:-

2. The officer is employed as.....
in..... (insert Ministry/Department)

3. The Government of Mauritius agrees to the officer following a course of study (hereinafter called "**The Course**") leading to the
..... (insert course name/qualification) for a period of
..... years (hereinafter referred to as "**The Training Period**") at
..... (insert name of institution)

4. The policy regarding bonding of public officers and enforcement of bond agreement is incorporated in a document referred to as "**Guidelines for Bondees and Sureties**".

5. The officer agrees to enter into a bond agreement with the Government of Mauritius on the terms and conditions mentioned hereinafter.

6. The total course fees, including allowances/salaries, airfare, boarding cost and other related costs* as appropriate, for the Course being undertaken by the Government/donor institutions* are estimated at Rs..... amount in words
.....rupees)
(hereinafter referred to as "**The Bonded amount**").

7. In consideration of the above, the officer undertakes to:-

- (a) follow the course to the satisfaction of the supervisors/tutors and as per the rules and regulations of the institution running the course;
- (b) sit for all examinations prescribed for the course;
- (c) successfully complete the course; and
- (d) serve, upon completion of the course, the (insert Government of Mauritius or Ministry/Department*) for a period of consecutive years starting on/upon..... (hereinafter called "**The serving period**").

8. The officer shall immediately become liable to pay to the Government of Mauritius the bonded amount due, in case the officer shall be in breach of this agreement, where he/she*:
 - (a) abandons the course to take employment in the private sector;
 - (b) is disqualified from the course owing to unsatisfactory attendance/performance at the course;
 - (c) takes up employment in the private sector before completion of the serving period;
 - (d) takes up employment in another Ministry/Public organization before completion of the training/serving period **not** under the conditions mentioned at paragraph 6 of the “*Guidelines for Bondees and Sureties*”;
 - (e) does not comply with paragraph 7 above; and
 - (f) does not, for any other reason, on completion of the said training, serve the Government of Mauritius or the Ministry/Department* as stipulated at paragraph 7(d) above.
9. In case of breach of this Agreement and where the officer takes up employment in the private sector, the officer agrees to refund the bonded amount due in a lump sum or in case of inability to do so, within a period of twelve (12) months as from the date of abandonment of training or vacation of office. The officer agrees that any bonded amount due be recouped from any benefits accrued to him/her* at the time the bond is breached.
10. In case of breach of this Agreement and where the officer is still in the public service and has opted for refund in installments, the officer agrees that any bonded amount due be recouped by way of deduction from his/her* monthly salary. The officer agrees to enter into an undertaking with the Ministry/Department regarding the mode and amount of refund within a specified period of time.
11. The Government of Mauritius shall not enforce this Bond Agreement where the officer fulfills his/her* obligation under this agreement by complying with the undertakings as set out at paragraph 7 above and the bond shall be deemed to have been discharged.
12. The Government of Mauritius shall temporarily suspend this Bond Agreement where the officer is allowed, before completion of the Training/Serving Period, to take up employment and serve in another Ministry/Public organization under the conditions mentioned at paragraph 6 of the “*Guidelines for Bondees and Sureties*” and upon signing of an undertaking thereto. Failure to comply with the undertaking, the Government of Mauritius shall enforce this Bond Agreement.
13. The officer acknowledges receipt of the “*Guidelines for Bondees and Sureties*” and warrants that he/she* fully understands the implications of his/her* undertaking under this agreement.
14. This bond together with the “*Guidelines for Bondees and Sureties*” shall constitute a formal agreement between the officer and the Government of Mauritius.

15. The bond is exempted from registration in accordance with the Seventh Schedule to the Registration Duty Act.

**(To delete where appropriate)*

Annex A

PART II

.....
.....

(The officer to write in his/her own handwriting in the space above "Bon pour la somme de roupies)*

.....(Rs.)

Good for the sum of rupees:

Name of the Officer:

Signature of the Officer:

PART III

Signature of the Representative of the Government of Mauritius:

Name:

Designation:

Ministry/Department:

Seal of Ministry/Department:

**(To delete where appropriate)*

BOND AGREEMENT (with sureties)

(In line with Ministry of Circular No..... of)

Bond Agreement Reference No:.....

PART I

1. **BETWEEN** the Government of Mauritius, represented by (insert Ministry/Department) **AND** Mr/Mrs/Miss*....., holding National Identity Card No: (hereinafter referred to as “the officer” or “the trainee”)

AND

PART II

Surety No. 1

2. Mr/Mrs/Miss*....., holding National Identity Card No: (hereinafter referred to as “**Surety No.1**”). Other details regarding Surety No 1 is contained in a document hereinafter referred to as “Particulars of Surety No 1)

Surety No. 2

3. Mr/Mrs/Miss*....., holding National Identity Card No (hereinafter referred to as “**Surety No.2**”). Other details regarding Surety No 2 is contained in a document hereinafter referred to as “Particulars of Surety No 2)

PART III

Optional: Bank guarantee or Insurance cover in lieu of sureties

(To be filled in where the officer/trainee* opts to produce a bank guarantee or insurance cover in lieu of sureties)

4. Trainees should submit a bank guarantee or an insurance cover to the relevant Ministry/Department, immediately after the moratorium period of 30 days. However, an officer should submit the bank guarantee or insurance cover upon signature of the Bond Agreement.

Bonded amount:

Financial Institution:

*(To delete where appropriate)

WHEREBY it is mutually agreed by and between parties thereto as follows:-

5. The officer/trainee* is employed/enlisted as.....
in..... (insert Ministry/Department)
6. The Government of Mauritius agrees to the officer/trainee* following a course of study (hereinafter called "**The Course**") leading to the (insert course name/qualification) for a period of years (hereinafter referred to as "**The Training Period**" at (insert name of institution)
7. The policy regarding bonding of public officers and enforcement of bond agreement is incorporated in a document referred to as "**Guidelines for Bondes and Sureties**".
8. The officer/trainee* agrees to enter into a bond agreement with the Government of Mauritius on the terms and conditions mentioned hereinafter.
9. The total course fees, including allowances/salaries, airfare, boarding cost and other related costs* as appropriate, for the Course being undertaken by the Government/donor institutions* are estimated at Rs. (amount in words) rupees) (hereinafter referred to as "**The Bonded amount**").
10. In consideration of the above, the officer/trainee* undertakes to:-
 - (a) follow the course to the satisfaction of the supervisors/tutors and as per the rules and regulations of the institution running the course;
 - (b) sit for all examinations prescribed for the course;
 - (c) successfully complete the course; and
 - (d) serve, upon completion of the course, the..... (insert Government of Mauritius or Ministry/Department*) for a period of consecutive years starting on/upon..... (hereinafter called "**The serving period**").
11. The officer/trainee* and the sureties shall immediately become jointly and severally liable to pay to the Government of Mauritius the bonded amount due, in case the officer/trainee* shall be in breach of this Agreement, where he/she*:
 - (a) abandons the course to take employment in the private sector;
 - (b) is disqualified from the course owing to unsatisfactory attendance/performance at the course;

- (c) takes up employment in the private sector before completion of the serving period;
- (d) takes up employment in another Ministry/Public organization before completion of the training/serving period **not** under the conditions mentioned at paragraph 6 of the “*Guidelines for Bondees and Sureties*”;
- (e) does not comply with paragraph 10 above; and
- (f) does not, for any other reason, on completion of the said training, serve the Government of Mauritius or the Ministry/Department* as stipulated at paragraph 10(d) above.

In case the officer/trainee* has produced a bank guarantee or an insurance cover, the guarantee produced as at Part III above will be realized.

12. In case of breach of this Agreement and where the officer/trainee* takes up employment in the private sector, the officer/trainee* agrees to refund the bonded amount due in a lump sum or in case of inability to do so, within a period of twelve (12) months as from the date of abandonment of training or vacation of office. The officer/trainee* agrees that any bonded amount due be recouped from any benefits accrued to him/her* at the time the bond is breached.
13. In case of breach of this Agreement and where the officer/trainee* is still in the public service and has opted for refund in installments, the officer/trainee* agrees that any bonded amount due be recouped by way of deduction from his/her* monthly salary. The officer/trainee* agrees to enter into an undertaking with the Ministry/Department regarding the mode and amount of refund within a specified period of time.
14. The Government of Mauritius shall not enforce this Bond Agreement where the officer/trainee* fulfills his/her* obligation under this agreement by complying with the undertaking as set out at paragraph 10 above and the bond shall be deemed to have been discharged.
15. The Government of Mauritius shall temporarily suspend this Bond Agreement where the officer/trainee* is allowed, before completion of the Training/Serving Period, to take up employment and serve in another Ministry/Public organization under the conditions mentioned at paragraph 6 of the “*Guidelines for Bondees and Sureties*”, and upon signing of an undertaking thereto. Failure to comply with the undertaking, the Government of Mauritius shall enforce this Bond Agreement.
16. The officer/trainee* as well as the sureties acknowledge receipt of the “*Guidelines for Bondees and Sureties*” and warrant that they fully understand the implications of their undertaking under this Agreement.
17. This bond together with the “*Guidelines for Bondees and Sureties*”, shall constitute a formal agreement between the officer/trainee* and the Government of Mauritius.
18. This bond is exempted from registration in accordance with the Seventh Schedule to the Registration Duty Act.

*(To delete where appropriate)

PART IV

.....
.....
(The officer/trainee* to write in his/her* own handwriting in the space above "Bon pour la somme de rroupies..... (Rs.))

Good for the sum of rupees:.....
.....

Name of the officer/trainee*:.....

Signature of the officer/trainee*:

PART V

(To be filled in by sureties and document 'Particulars of Surety' for the respective Sureties should also be filled)

Good for the sum of rupees:

Name of Surety No 1:

Signature of Surety No 1:

Good for the sum of rupees:

Signature of Surety No 2:

Name of Surety No 2:

PART VI

Representative of the Government of Mauritius:

Signature:

Name:

Designation:

Ministry/Department:

Signed in two originals on this..... day of in the year

Seal of Ministry/Department:

*(To delete where appropriate)

Particulars of Sureties

(To be filled for each surety)

Bond Agreement Reference No.:.....

PART I

A. Particulars of Bonded Officer and Course Name

Name of officer (Mr/Mrs/Miss*):.....
Grade of officer:.....
Course Name: Training Period :(Yrs).....
Bonded Amount: Rs..... Serving Period (Yrs).....

PART II

B. Particulars of Surety No.....

Name of surety: Mr/Mrs/Miss*):.....
NIC No: Date of Birth: Age:
Residential Address:
Occupation:
BRN No.....(Where applicable)
Monthly income (to submit documentary evidence): Rs.....
Others (state whether owner of land or any fixed asset & submit documentary evidence):
.....
Tel (Home): Tel (Office): Mobile:.....

I, Mr/Mrs/Miss*, holding NIC No
..... stands as surety for Mr/Mrs/Miss*.....
..... who has been sponsored for the course stated
above.

I hereby declare that the particulars given above are true and correct, and undertake to inform the public body of any change in my address during the training or serving period of the officer. I acknowledge receipt of the “**Guidelines for Bondees and Sureties**”, and warrant that I fully understand the implications of my undertakings under the agreement in respect of the officer named at Part I above.

Signature of surety: Date:.....
Signature of the Representative of the Government of Mauritius:
Name of the Representative of the Government of Mauritius:
.....
Designation:
Ministry/Department:
Seal of Ministry/Department:

*(To delete where appropriate)

UNDERTAKING

(To be signed by a bonded officer who is allowed mobility to take another employment before termination of a bonded period)

Between the Government of Mauritius, represented by the Supervising Officer of *(insert name of Ministry/Department)*

And

Mr/Mrs/Miss*
(hereinafter referred to as "the officer/trainee")*

National Identity Card No

Employed/enlisted as : *(Title of post)*

Posted at:

WHEREBY it is agreed as follows:-

1. The officer/trainee* has entered into an Agreement with the Government of Mauritius on *(insert date of current bond), (hereinafter called "the Bond")* and where the officer undertakes to:

(a) follow and successfully complete a course of study leading to
.....
(insert Course name/qualification) (hereinafter called "the Course")
for a period of years *(hereinafter called "the Training Period")*

(b) serve, upon completion of the Course, the
..... *(insert Government of Mauritius or Ministry/Department*)*
for a period of consecutive years starting on *(hereinafter called "the Serving Period")*.

2. The total cost of the Course were estimated at Rs
(..... Rupees)
(hereinafter referred to as "the Bonded amount")

3. The officer undertakes to serve the *(insert new Ministry/Department/ Public Body)* as *(insert new grade)* for a period of consecutive years starting on *(insert effective date)*.

**(To delete where appropriate)*

4. The officer shall be in breach of this ‘Undertaking’ and **“the Bond”** shall be enforced and the officer shall immediately become liable to pay to the Government of Mauritius the bonded amount due, where the officer/trainee*:-
 - (g) takes up employment in the private sector before completion of the remaining serving period as provided for at paragraph 4 above;
 - (h) does not, for any other reasons, serve until completion of the remaining bonded period stipulated at paragraph 3 above.
5. The bonded officer agrees to produce documentary evidence to the Ministry/Department where he/she* was initially bonded, that he/she* is still serving the remaining bonded period at the new Ministry/Department or public body as per the Undertaking at paragraph 3 above.
6. Where the officer fulfills his/her* obligation under this ‘Undertakings’ by complying with the conditions as set out at paragraph 3 above, **“the bond”** shall be deemed to have been discharged.

Name of the Officer:

Signature of the Officer:

Name of the Representative of the Government of Mauritius:

.....

Signature:

Designation:

Ministry/Department:

Signed in two originals on this.....day of in the year.....

Seal of Ministry/Department:

**(To delete where appropriate)*

GUIDELINES FOR BONDEES AND SURETIES

BOND AGREEMENT AND ENFORCEMENT

(One copy to be handed over to the Bonded Officer and the Sureties)

1. Bond Agreement

- (i) Officers or Trainees who are required to undergo sponsored training courses/programme, **leading to at least a certificate enhancing their qualifications**, should sign a bond agreement with their respective Ministries and Departments. The **bond value should be equivalent to an estimated amount representing the full training cost and other related expenses**.
- (ii) Failure to abide by the bond obligations will lead to enforcement of the clauses of the Bond Agreement which involves a full or partial reimbursement of the bonded amount or otherwise.

Trainees

For the purpose of bonding officers, trainees shall include:

- (i) new recruits enlisted as trainees; or*
- (ii) officers employed in a temporary capacity and who are required to undergo a specific or formal training, upon successful completion of which, would qualify them for appointment in a substantive capacity in their respective grades.*

Trainees, upon enlistment, shall be given a **moratorium period of one month** to allow them make an informed decision before committing into signing a bond agreement. The Agreement should be signed along **with two or more sureties**.

Officers holding a substantive appointment

A bond agreement has to be signed, irrespective of the duration and mode of a sponsored course, where:

- (i) the officer has been selected or nominated with the approval of the appropriate Service Commissions or Ministry/Department to follow a course leading to an examination and the award of a certificate; or
- (ii) The course is in the field of an essential service or a scarcity area; or
- (iii) The training is highly specialized either technical and/or professional in nature and of high value.

In case an officer will be proceeding abroad, the bond should be signed prior to departure of the officer.

2. Bond Serving obligation

(a) Specific Ministry/Department

In case of sponsored training/course being provided in essential services, specialized or scarcity areas and where Ministries/Departments require a trainee/officer to serve the specific Ministry/Department at least during the bonded period, the bond must be so worded as to impose such obligation upon the officer/trainee.

(b) Government of Mauritius

Officers/trainees may be bonded to serve the Government of Mauritius where they are sponsored:

- (i) to follow general nature courses in a field relevant across the public sector; or
- (ii) for training courses obtained through open advertised sponsored scholarships.

3. Computation of Bond Amount

The basis for computation of bond amount for different types of courses is as per Table 1 below:

Table 1: Basis of calculating Bonded Amount

Nature of Course	Basis of Calculation
Part-time sponsored course run locally	Course fees and any other expenses related to the training
Full-time sponsored course run locally	Course fees, salary/bonus/allowances and any other expenses related to the training
Course run abroad and fully sponsored by Government	Course fees, salary/bonus/allowances, airfare, boarding cost and any other expenses related to the training.
Course run abroad and fully sponsored by donor institutions	
Sponsored Distance/On-line learning courses	Course fees and any other expenses related to the training
Sponsored Blended courses	Bonded amount inclusive of the following, as appropriate: - (i) all course fees and any other expenses related to the training; (ii) salary/bonus/allowances to be factored in for full-time training period; (iii) airfare and boarding cost if training being partly run abroad.

Bonded period

The bonded period (training period + serving period) for a trainee starts as from the date of enlistment. The serving period begins as from the date the results of the examinations are published or their respective date of appointment, as appropriate.

The bonded period for officers holding a substantive appointment starts as from the date of commencement of the course and ends after the appropriate serving period.

4. Determination of Serving Period

The serving period, the maximum of which is 5 years, should be determined based on the bonded amount. The calculation of serving period is detailed at Table 2 below:

Table 2: Calculation of serving period

Bonded Amount	Serving Period
≤ Rs 300 000	2 years
> Rs 300 000 ≤ Rs 1 M	3 years
> Rs 1 M ≤ Rs 3 M	4 years
> Rs 3 M	5 years

5. Double/Multiple Bond agreement

An officer/trainee, who is required to complete various types of sponsored training/courses due to specificity of the grade, is required to **enter into only one bond agreement** where the **bonded amount should be aggregated and serving period calculated accordingly as per Table 2 above.**

However, where a **bonded officer** is offered another sponsored training/course before the termination of his/her serving period relating to the previous bond, the **officer should enter into a fresh bond** (instead of double bonding) whereby **the new bonded amount should be an aggregate of the estimated new bond value together with the remaining bonded value not yet served under the previous bond/s.** The new bonded amount thus aggregated, should be used as the basis to determine the new serving period as per Table 2 above. The previous bond agreement will thus lapse.

6. Flexibilities to serve remaining bonded period

Where bonded officers/trainees are offered another employment either during training period or serving period, the following flexibilities are allowed:

(a) within the same Ministry:

(i) *where the new departmental grade also warrants bonding of the incumbent*

The officer/trainee has to sign a new bond agreement related to the new grade and the second bond agreement will supersede the first one.

(ii) *where a bond is not required for the new departmental grade*

The bonded officer/trainee has to sign an ‘undertaking’ to serve the remaining bonded period in the Ministry.

In case the officer/trainee moves from one grade to another during the training period, he/she has to serve for a period, to be determined as per Table 2 above, based on the actual cost of training incurred.

However, if such movement occurs during the serving period, an officer has to serve the remaining serving period in the new grade, accordingly.

(b) Within the Civil service or public body

A bonded officer/trainee, who is offered employment in another Ministry/Department or a public body, may be allowed to complete the remaining serving period in the new grade, provided that:

- (i) the respective Supervising Officers are satisfied that the duties attached thereto are related to the sponsored training received; or
- (ii) the new grade falls within the field of an essential service or a scarcity area; or
- (iii) the incumbent has acquired on his own a specific or specialized qualification related to the new grade.

The incumbent will, however, have to sign an ‘**undertaking**’ with the Ministry/Department where the officer was initially bonded to serve the new organisation for a time period equivalent to:

- the remaining serving period of the current bond agreement for an officer; or
- a period to be determined as per Table 2 above, based on the actual cost of training incurred on the trainee.

Once the signed Undertaking is forwarded to the new Ministry/Department, the respective Supervising Officer should ensure that a previously bonded officer completes his/her serving period at that Ministry/Department or public body as per the ‘**undertaking**’.

In case of disagreement to the above flexibilities between the Ministry/Department and the bonded officer, the matter may be referred to the Joint Technical Committee.

In case the officer/trainee breaches the ‘**undertaking**’ referred to above, the initial bond agreement will be enforced and made effective as from the date the ‘undertaking’ has been breached.

(c) Open Advertised Sponsored Scholarships

In case of mobility of bonded officer under *Open Advertised Sponsored Scholarships*:

- (i) The officer should be allowed flexibility to serve the bonded period within the public service;
- (ii) In case the officer moves to the private sector in Mauritius, he/she should refund the bonded amount only in terms of salaries and allowances drawn during his study leave on full pay; and
- (iii) where incumbent leaves the service to take up employment abroad, the full bonded amount should be refunded on a pro-rated basis as per formula at paragraph 8 below.

7. Breach of Bond Agreement

A bonded trainee/officer shall be in breach of his/her bond agreement where he/she: -

- (a) abandons the course to take up employment in the private sector;
- (b) is disqualified from the course owing to unsatisfactory performance and irregular attendance;
- (c) takes up employment in the private sector before completion of the serving period;
- (d) takes up employment in another Ministry/Public organization before completion of the training/serving period **not** under the conditions mentioned at Paragraph 6(a) and (b) above; and
- (e) does not, for any other reasons, on completion of the training, serve as per the bond agreement.

8. Refund of Bonded Amount

(a) During Training Period

Officers/Trainees who breach their Bond Agreements during their **training period**, should refund the bonded amount equivalent to the actual costs incurred on incumbent at the time of breach, inclusive of the following components, as appropriate:

- (i) costs relating to course fees;
- (ii) air fares;
- (iii) accommodation costs;
- (iv) salary/allowance paid; and
- (v) other related costs.

(b) During Serving Period

Bonded officers who breach their Bond Agreement during their **Serving Period** should refund the bonded amount on a pro-rata basis by using the following formula:

$$\frac{V*(N-X)}{N}$$

where 'V' represents the value of the bond, 'N' the bonded period in days and 'X' the completed period in days.

9. Refund of bonded amount due

- (a) Bonded officers/trainees who breach their bond agreement to take up employment in the private sector should refund the bonded amount due as follows:
 - (i) in a lump sum; or
 - (ii) in case of inability to comply with (i) above, the amount due should be refunded within a period of twelve months as from the date of abandonment of training or vacation of office.

- (b) For cases relating to breach of bond other than (a) above, bonded officers/trainees and sureties are allowed to refund the bonded amount due as follows:
 - (i) in a lump sum; or
 - (ii) in case of inability to comply with (i) above, the amount due may be refunded within a maximum period of three years free of interest. **However, at least 30% of the total bonded amount due should be refunded annually.**
 - (iii) Where the bonded amount due is recouped after the three-year period as a matter of court ruling or otherwise, **interest shall be charged at the prevailing legal rate after the three-year period.**

An agreement should be signed between the concerned Ministry/Department and the bonded officer/trainee for both cases at paragraph 9 (a) (ii), 9 (b) (ii) and 9 (b) (iii) above, regarding the mode and refund schedule of the bonded amount due.

The effective date to refund the bonded amount is as from the date the bond agreement is breached.

10. Recoupment of bonded amount due from payroll or other entitlements/benefits

- (i) Where the officer/trainee opts to refund the bonded amount due in installments, recoupment may be made by way of salary deduction of incumbents still on government payroll. (An undertaking should be signed between the public body and the officer/trainee on the timeframe and quantum of monthly refund).
- (ii) Where the officer leaves the public service, the bonded amount due may be recovered from the officer's accrued benefits (if any).

11. Guarantees

(a) Officers holding substantive appointment with bond value not exceeding Rs 300,000

No guarantee is required for a bond, the amount of which does not exceed Rs 300,000 in respect of officers holding a substantive appointment and who are sponsored to follow courses run locally (including those run on a distance learning mode).

(b) Trainees/ Officers holding substantive appointment with bond value exceeding Rs 300,000

All trainees irrespective of their bonded amount and officers holding substantive appointment whose bond amount exceeds Rs 300,000 should sign the bond agreement, secured with either of the following:

- (a) two or more sureties, or
- (b) a bank guarantee, or an insurance cover for the bonded amount.

The sureties should produce documentary evidence that they have the capacity to honour the bond in case of default, e.g. Payslip or statement from the bank or an affidavit disclosing their assets and liabilities;

Self-employed individuals may act as surety upon submission of a relevant Business Registration Certificate and hands-on proof of capacity to honour the bond in case of default;

Sureties should notify the public body of any change in address and they should be kept informed by the concerned Ministry/Department of all developments pertaining to a **bond being enforced**.

12. Joint Technical Committee

A Joint Technical Committee, comprising representatives of the Ministry of Public Service, Administrative and Institutional Reforms, the Ministry of Finance, Economic Planning and Development and the Pay Research Bureau shall:

- (a) consider applications received from Ministries/Departments regarding waiving of bonds or transfer of serving period. Waiving of bonds may be considered in exceptional cases as a result of circumstances which are beyond the control of the bonded officer, e.g. illness and where the organization is satisfied that this may be a good reason for waiving of a bond in full or in part. Such cases for waiving of bond will be considered on a case to case basis; and

- (b) look into all reported cases of disagreement, inconsistencies, and interpretation with regards to bond policy

13. Discharge of bond obligation

The bond obligation will be deemed to have been discharged upon:

- (i) completion of the obligatory service period;
- (ii) full redemption of the bonded amount by the bonded officer or surety(ies);
- (iii) voluntary retirement due to abolition of office;
- (iv) retirement on medical grounds;
- (v) the demise of the bonded officer; and
- (vi) where the bond has been waived by the Joint Technical Committee.

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