



FIJI REVENUE AND CUSTOMS SERVICE SCHOLARSHIP BOND

BY THIS BOND I, the Obligor
of (Full Residential address)
Date of Birth...../..... /..... Birth Registration Number.....
Tax Identification Number:..... Phone/Mobile Number:
No..... Email address.....

ACKNOWLEDGE myself bound to the FIJI REVENUE AND CUSTOMS SERVICE (“**FRCS**”) for the sum of
..... Fiji Dollars
(FJ\$.....) being the total estimated sum to be expended by the
Government of the Republic of Fiji (“**Fijian Government**”) for my studies or the actual amount expended on my studies
by the Fijian Government for the completion of my sponsored program .

SIGNED, SEALED and DELIVERED by
the said
this..... day of.....20.....

}
(Obligor)

WHEREAS the Board has given its approval for me to undertake studies in
(programme of study)
at
(Institution and Country)

and provided the means to enable me to study there, I shall be bonded thus:

CONDITIONS OF BOND

1. The Obligor upon successful completion of the said training must return to work for the Fijian Government within weeks/months thereof/immediately thereafter as a or in such capacity as the FRCS, in consultation with the Fijian Government, may direct for a period of years or such shorter period as the FRCS may determine calculated from the completion of the said studies;
2. This Bond will be guaranteed by the obligor and the obligor will be liable for the full amount as calculated in paragraph 5 of these conditions and any interest or penalty accrued thereto;

3. In the event that the Fijian Government is unable to offer employment, alternative employment may be sought with a statutory body or public corporation, private company, or any other institution within Fiji and the conditions set out in paragraph 1 hereto shall apply *mutatis mutandis* to such employment. This paragraph does not apply to in-service training recipients who must immediately resume employment with the Fijian Government after completion of studies;
4. Upon signing of the bond agreement, the Obligor will not leave the country and the FRCS will notify the Director of Immigration of the activation of the Scholarship Bond, which will be an effective bar on travel outside the country. Should the Obligor need to travel abroad for any reason(s), during the bond period, approval must be sought from the FRCS. The FRCS shall inform the Director of Immigration accordingly to allow travel for the period specified. For each trip outside of Fiji prior to the completion of the Bond period specified, the FRCS may require the Obligor to provide two local guarantors to provide an undertaking that should the obligor fail to return to Fiji on the date stipulated in the Guarantee of Bond (Overseas Travel) Form as stated in Schedule 2, the guarantors will pay the full sum owed by the obligor together with any interest or penalty accrued;
5. If the Obligor wishes to be released from the Bond Conditions set out hereto, he/she shall pay the total amount expended on his/her studies together with the applicable termination penalty at the time of termination or other such sum as the FRCS may determine;
6. If the Obligor does not serve the Republic of Fiji for the period referred to in paragraph 1, he/she shall pay to the FRCS in one single payment such amount calculated on pro rata, not exceeding the total amount stipulated in paragraph 5. The amount payable and the terms and conditions of repayment shall be determined by the FRCS in its discretion for each case on its own merits.
7. If the Obligor wishes to invoke paragraph 6 for whatever purpose, the Obligor is liable to pay the Fijian Government the sum owing, in a single payment. The FRCS at its own discretion may require the Obligor to enter into a separate repayment agreement.
8. The Obligor must not change the programme of study/institution/campus without the prior approval of the TSLB. The TSLB will fund any changes in the program/major/minor institution once only provided the changes made within the first academic year under the Scheme. Any subsequent changes will not be funded by TSLB.
9. Subject to paragraph 10, the Obligor must pass all units in the programme of study and undertakes to maintain an average grade B or equivalent.
10. In case of failed units, TSLB will fund for all repeat units once only under TELS. For any subsequent repeat of failed units, the cost has to be borne by the obligor. TSLB will continue to pay for any new units the student is enrolled for during the duration of the scholarship.
11. In the event of serious illness of the Obligor, for local scholarships the TSLB may require the matter to be referred to a medical board of its choice to ascertain the extent of the illness or for donor funded overseas scholarships the University's Medical Consultant accompanied by the Institution's Student Counsellor Report.

In such cases, the FRCS shall determine the sum to be recovered depending on the circumstance of each case on its own merits.

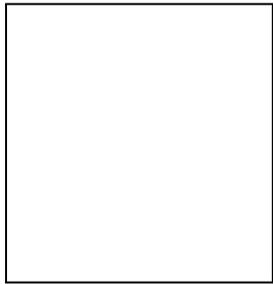
12. If the Obligor’s scholarship is terminated due to his or her own negligence and/or misconduct prior to completion of training, or for some other reason is unable to complete training, the Obligor is liable to reimburse the FRCS an amount which shall be determined by the Board as at the date of termination.

13. Any amendment to the Tertiary Scholarship and Loans Act or Regulations, National Toppers Scheme Policies, NTS Offer letter and any other policy guidelines developed by TSLB or FRCS from time to time forms part of this bond agreement.

In the event of failure to fulfill the above-mentioned conditions where applicable, this Bond shall remain in full force and effect notwithstanding the absence of a demand made by or on behalf of the Fiji Revenue and Customs Service.

SIGNED, SEALED and DELIVERED by the
said
this day of 20.....

after the contents hereof were first explained to him/her
in the English language and he/she appeared fully to
understand the meaning and effect of the same.



[Obligor’s Left Thumbprint]

.....
[Obligor’s Signature]

Before me:

.....
(Authorised Officer*)
For Chief Executive Officer

Date:

.....
Name of Authorised Officer

Designation:

Address:
.....
.....

Phone No:

* Authorised Officer as per the Instrument of Delegation by the CEO FRCS

Schedule 2
GUARANTEE OF BOND (overseas travel)

We, (1) of
(Full Residential Address)

Phone/Mobile No. Phone No.....(Work) T.I.N.

Date of Birth...../..... /..... Birth Registration Number.....

Occupation Employer

and (2) of
(Full Residential Address)

Phone/Mobile No. Phone No.....(Work) T.I.N.

Date of Birth...../..... /..... Birth Registration Number.....

Occupation Employer

Hereby jointly and severally GUARANTEE the aforementioned Bond dated theday of.....20

given by to the Fiji Revenue and Customs Service to
Name of Obligor)

pay the sum ofDollars (F\$.....);

Should the Obligor not return to Fiji before the day of 20

SIGNED, SEALED and DELIVERED

by the said (1).....

and (2)

thisday of.....20.....

after the contents hereof were first explained to them in
the language and they appeared fully to
understand the same.

Before me:

.....

Full name of witness & **Stamp****

Position/Occupation

Full Address:

* Spouses will not be accepted as guarantors

A body corporate may also be a Guarantor, but must provide proof of registration in Fiji; provincial councils may also qualify
Guarantors must be employed, with a salary of not less than \$10,000 per annum and also attach salary slip(s).

Guarantors on retirement (over 55 years) will not be spared regarding assets

Deceased Guarantor will be confirmed through Death Certificate – Government will recover through deceased assets from
Fiji Public Trustees or other Executor or Administrator.

** One of the following should witness the Bond: MP, Justice of Peace, Public Officers of or above the level of Administrative Officer, Member of Town or Provincial Council, Magistrate, Barrister and Solicitor, Notary Public, Minister of Religion, Bank Officer, Medical or Dental Practitioner, Education Officer, Officer or Non- Commissioned Officer of the Fiji Military Forces, Officer not below the rank of Corporal in the Fiji Police Force.

(1)

[Signature and left thumbprint of Guarantor] *

(2)

[Signature and left thumbprint of Guarantor]*

Signature of witness**

Date:

Phone No.