



**මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ ආයෝජන කළමනාකරණය
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ජාතික විගණන කාර්යාලය
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NATIONAL AUDIT OFFICE

පටුන

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විධායක සාරාංශය

යෞවනයන්ට උසස් අධ්‍යාපන පහසුකම් සලසාදීම ඇතුළු අරමුණු හා පරමාර්ථ පහක් ඉටුකර ගැනීම සඳහා 1981 අංක 66 දරන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ පනත යටතේ මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල පිහිටුවා ඇත. පනතේ 3(1) අනුව අරමුදල පිළිබඳ පරිපාලනය, කළමනාකරණය හා පාලනය භාරකාර මණ්ඩලයකට පැවරී ඇත. භාරකාර මණ්ඩලය ප්‍රාරම්භක, අග්‍ර විනිශ්චකාරවරයා, උසස් අධ්‍යාපන අමාත්‍යාංශ ලේකම්වරයා, අධ්‍යාපන විෂයභාර අමාත්‍යාංශ ලේකම්වරයා, වෙළඳ අමාත්‍යාංශ ලේකම්වරයා හා ප්‍රාරම්භක විසින් අවුරුදු පහක කාලයක් සඳහා පත්කරනු ලබන පුද්ගලයන් දෙදෙනෙකුගෙන් සමන්විත වේ. පනතේ 6 (1) අනුව අරමුදලේ පරමාර්ථ මුදුන් පමුණුවා ගැනීමේලා අවශ්‍ය හිතකර වන හෝ අනුශාංගික වන සියලු දේ කිරීමේ බලය භාරකාර මණ්ඩලයට පැවරී ඇත. තවද වඩාත් වාසි සැලසෙන පරිදි භාර අරමුදලේ උත්පාදනය හා කළමනාකරණය කිරීම භාරකරුවන් විසින් කළයුතු වේ.

කෙසේවුවද පසුගිය කාල පරිච්ඡේදය තුළදී භාරකාර මණ්ඩලය විසින් ගෙන තිබූ තීරණ මහපොළ අරමුදලට හිතකර හා වාසිදායක නොවන අයුරින් ගෙන තිබුණි. මෙම තත්ත්වයන් පරීක්ෂා කිරීම සඳහා අදාළ අනපනත්, ගිවිසුම්, අමාත්‍ය මණ්ඩල තීරණ , අධ්‍යක්ෂ මණ්ඩල තීරණ මෙන්ම ප්‍රසම්පාදන ලියවිලි ද පරීක්ෂා කරන ලදී. එම පරීක්ෂා කිරීම් වලදී අනාවරණය වූ කරුණු අනුව විශ්වවිද්‍යාලවලට ඇතුළත් වීමට නොහැකි ශිෂ්‍යයන් හට තොරතුරු තාක්ෂණ ක්ෂේත්‍රයේ උසස් අධ්‍යාපනයට අවස්ථාව ලබාදීමේ අරමුණින් මහපොළ භාර අරමුදලට අයත් මාලමේ පිහිටි අක්කර 25 ක ඉඩමක, මහපොළ අරමුදලින් පිහිටුවා තිබූ ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම (SLIIT) සමග 2003 මාර්තු 19 දින එළඹ තිබූ ගිවිසුමෙන් මහපොළ භාර අරමුදලට තිබූ වාසිදායක කොන්දේසි 2005 නොවැම්බර් 14 දින හා 2015 මැයි 12 යන දිනයන්හිදී එළඹී ගිවිසුම් මඟින් ඉවත්කර මහපොළ භාර අරමුදලට SLIIT ආයතනය සම්බන්ධයෙන් තිබූ අයිතිය අහිමිකර බදුකුළී ගිවිසුමක තත්ත්වයට පත්කර තිබුණි. තවද එතෙක් ලැබිය යුතුව තිබූ ආදායම්ද මහපොළ අරමුදල වෙත ලබාදී නොතිබුණි. ජනාධිපති අරමුදල හා මහපොළ භාර අරමුදලේ සම ප්‍රාග්ධන දායකත්වයෙන් පිහිටුවා තිබූ සංවර්ධන ලොතරැයි මණ්ඩලයේ ලාභයෙන් සියයට 50 ක හිමිකමක් මහපොළ භාර අරමුදලට තිබුණද 2012 වර්ෂයේ සිට ඊට අඩු ලාභ කොටසක් ජනාධිපති අරමුදලින් භාර අරමුදලට ලැබී තිබුණි.

භාර අරමුදලින් පිහිටවූ නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම විසින් කළමනාකරණය කරන ලංකා බැංකුවේ පවත්වාගෙන යනු ලබන මහපොළ භාර අරමුදලේ ආයෝජන කළඹ කළමනාකරණය නිසිපරිදි අධීක්ෂණය නොකිරීමෙන් සහ එම සමාගමේ පරිපාලිත සමාගමක් වන නැට්වෙල්ත් සිකියුරිටිස් ආයතනය විසින් සිදුකරනු ලබන රජයේ සුරැකුම්පත් ගනුදෙනු සම්බන්ධයෙන්ද නිසි අධීක්ෂණයක් සිදු නොකිරීම නිසා එම සමාගම් පසුගිය කාල පරිච්ඡේද වලදී පාඩු ලබමින් හෝ ප්‍රමාණවත් ලාභ නොලබමින් පැවතුණි. තවද අරමුදලේ රැස්කර ගැනීම සඳහා ප්‍රසම්පාදන ක්‍රියාවලියකින් තොරව ලොතරැයිකරුවකු තෝරාගෙන සිදුකර තිබූ මංගත ලොතරැයිසිය තුළින් උපයාගත් ලාභ භාර අරමුදල වෙත ලැබී නොතිබුණි. මෙම කරුණු අනාවරණය කිරීම තුළින් මහපොළ අරමුදලට බලපා ඇති අහිතකර තත්ත්වයන් සඳහා වගකිව යුතු පාර්ශවයන් කවුරුන්ද යන්න අනාවරණය කර,

භාර අරමුදල පිහිටුවීමෙන් අපේක්ෂිත අරමුණු ඉටුකර ගැනීම සඳහා වඩාත් වාසිදායක නිවැරදි ආයෝජන තීරණ ගැනීමට වගකිවයුතු පාර්ශවයන් එයට යොමු කරවීම මෙම වාර්තාව නිකුත් කිරීමේ පරමාර්ථය වේ.

ඒ අනුව මෙම ගැටළු අවම කර ගැනීම සඳහා මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල් පනතේ සඳහන් විධිවිධාන මැනවින් අධ්‍යයනය කර අරමුදලේ කටයුතු කාර්යක්ෂමව මෙහෙයවීමට අවශ්‍ය නිවැරදි තීරණ ගැනීම භාරකාර මණ්ඩල රැස්වීම්වලදී බහුතරයේ එකඟතාවය මත සිදුකළ යුතු බවටත්, භාර අරමුදල් පනතේ සංශෝධනයන් කාලීනව සිදුකළ යුතු බවටත්, ගිවිසුම් වලට ඒළඹීමට පෙර ඒ සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගත යුතු බවටත් මූලික වශයෙන් හඳුනා ගන්නා ලදී.

මහපොළ භාර අරමුදල් පනතේ 3 වන වගන්තිය ප්‍රකාරව අරමුදල පිළිබඳ පරිපාලනය, කළමනාකරනය හා පාලනය භාරකාර මණ්ඩලයට පැවරී තිබුණද භාරකාර මණ්ඩලය 2003 වර්ෂයේ සිට 2017 වර්ෂය දක්වා කාලපරිච්ඡේදය තුළ අරමුදලට වාසිදායකලෙස හා ඵලදායී ලෙස තීරණ නොගැනීමත් පැවරී ඇති අධිකාරිය අභිබවා කටයුතු කිරීමත් හේතුවෙන් අරමුදලට මූල්‍ය හා මූල්‍ය නොවන අවාසින් සිදු වී ඇති බව නිගමනය කරමි.

1. වාර්තාවේ පසුබිම හා ස්වභාවය

මූල්‍ය දුෂ්කරතාවලින් යුක්ත සිසුන්ගේ උසස් අධ්‍යාපන කටයුතු සඳහා සහය දීමේ ප්‍රධාන අරමුණින් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව අරමුදල ආරම්භ කර තිබුණි. වර්ෂ 35 කට පමණ පෙර ආරම්භ කරන ලද මෙම අරමුදල භාරකාර මණ්ඩලයක් මගින් පාලනය වේ. පසුගිය කාලපරිච්ඡේදය තුළදී භාරකාර මණ්ඩලය විසින් අරමුදලෙහි මුදල් නිසි කළමනාකරනයකින් තොරව ආයෝජනය කිරීමත්, අරමුදලෙහි භාරකාරත්වය යටතේ ආරම්භ කරන ලද මාලමේ මහපොළ කැමපස් ආයතනයෙහි අයිතිය අරමුදලින් ගිලිහී යාමට සැලැස්වීමත් ආදී හේතූන් නිසා මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව අරමුදල පිළිබඳව විවේචනාත්මක ලෙස සාකච්ඡාවට බඳුන් විය. එම නිසා මෙම කරුණු සම්බන්ධයෙන් පරීක්ෂා කර මහපොළ අරමුදලට බලපා ඇති අහිතකර තත්ත්වයන් සඳහා වගකිව යුතු පාර්ශවයන් හඳුනා ගැනීමත්, භාරකාර මණ්ඩලය විසින් ගන්නා ලද අවිධිමත් තීරණ හේතුවෙන් අරමුදලට සිදු වී ඇති අවාසිදායක තත්ත්වයන් පිළිබඳව අනාවරණය කර ගැනීමටත් මෙම වාර්තාව පිළියෙල කරන ලදී.

2. අනුගමනය කරන ලද ක්‍රමවේදයන්

මෙම වාර්තාව පිළියෙල කිරීමේදී පහත දැක්වෙන ක්‍රමවේදයන් අනුගමනය කරන ලදී

2.1 ලේඛන, පොත්පත් හා වාර්තා පරීක්ෂා කිරීම

2.1.1 1981 අංක 66 දරන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල පනත

2.1.2 අමාත්‍ය මණ්ඩල සංදේශ සහ තීරණ

2.1.3 භාරකාර මණ්ඩල තීරණ

2.1.4 භාර අරමුදල එක් එක් ආයෝජකයන් සමඟ ඇති කර ගන්නා ලද පහත සඳහන් ගිවිසුම්

2.1.4.1 2003 මාර්තු 19 දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ

2.1.4.2 2005 නොවැම්බර් 14 දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ

2.1.4.3 2015 මැයි 12 දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ

2.1.4.4 2015 මැයි 12 දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ ඇති කරගත් කල්බදු ගිවිසුම

2.1.4.5 2003 නොවැම්බර් 18 දින නැෂනල් වෙල්ත් කොපරේෂන් සමාගම සමඟ

- 2.1.4.6 2015 ජූනි 19 දින නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම සමග එළඹී අතිරේක ගිවිසුම
- 2.1.4.7 2016 මාර්තු 03 දින නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම සමග එළඹී අතිරේක ගිවිසුම
- 2.1.4.8 2013 ජූලි 30 දින ඕෂනික් ගේම්ස් (පෞද්ගලික) සමාගම සමග
- 2.1.5 භාර අරමුදල ගනුදෙනු කරනු ලබන සමාගම්වල සංස්ථා ප්‍රකාශ, සාංගමික ව්‍යවස්ථා හා සමාගමේ අධ්‍යක්ෂවරුන්, භාරකරුවන්, ලේකම්වරුන් හා කොටස්කරුවන් සම්බන්ධ තොරතුරු
- 2.1.6 වාර්ෂික මූල්‍ය ප්‍රකාශන හා වාර්ෂික වාර්තා
- 2.1.7 උපයෝගී පොත් හා මූලාශ්‍ර ලියවිලි
- 2.1.8 ස්ථාවර තැන්පතු සහතික පත්‍ර
- 2.1.9 භාණ්ඩාගාර බැඳුම්කර සහතික පත්‍ර
- 2.1.10 භාණ්ඩාගාර බිල්පත් සහතික පත්‍ර
- 2.1.11 අතිවිශේෂ ගැසට් පත්‍ර සහ පුවත්පත් ලිපි
- 2.1.12 ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය-2006 හා ප්‍රසම්පාදන අත්පොත සහ සංශෝධනයන්
- 2.1.13 ප්‍රසම්පාදන කමිටු වාර්තා හා තාක්ෂණික ඇගයීම් කමිටු වාර්තා
- 2.1.14 ලංසුකරුවන් විසින් ඉදිරිපත් කරන ලද ලංසු පත්‍ර හා ලේඛන අඩංගු ලිපි ගොනු
- 2.1.15 අන්තර්ජාලය හා වෙබ් අඩවි

3. විෂය පථය

1999 වර්ෂයේ සිට 2017 වර්ෂය දක්වා වර්ෂ 19 කට අදාළ මහජන සේවා අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ මූල්‍ය ප්‍රකාශන හා වාර්ෂික වාර්තා, සංයුක්ත සැලැස්ම, ක්‍රියාකාරී සැලසුම, භාරකාර මණ්ඩල තීරණ, නැෂනල් වෙල්ත් කෝපරේෂන් සමාගමට අදාළ තොරතුරු පරීක්ෂා කරන ලදී.

4. ක්‍රියාවලිය

4.1 මහපොළ භාරකාර අරමුදල පිළිබඳ හැඳින්වීම

4.1.1 අරමුදලේ ආරම්භය හා පාලනය

ශ්‍රී ලංකාවේ පවත්නා දරිද්‍රතාවය පිළිබඳ ගැටළුවලින් අත්මිදීමේ මාර්ගයක් ලෙස අධ්‍යාපනය නංවාලීම අවශ්‍ය බව අවබෝධ කරගත් ප්‍රාරම්භක 1980 දී අගභිකම්චලින් පෙළෙන තැනැත්තන්ට යහපත සැලසීම උදෙසා රු.10,000 ක පරිත්‍යාගයකින් මහපොළ වැඩ පිළිවෙල යනුවෙන් හඳුන්වන ලද වැඩ සටහනක් ගම්බද ප්‍රදේශවල ආරම්භකර තිබුණි. මෙම වැඩසටහන සඳහා රජයෙන් සහ මහජනතාවගෙන් අරමුදල් රැස්කර තිබුණු අතර එම අරමුදල් ශ්‍රී ලංකා අධ්‍යාපනයේ උන්නතිය සඳහා යෙදවීමේ අරමුණින් මහපොළ උසස් අධ්‍යාපන භාර අරමුදල අංක 2773 දරන ඔප්පුව යටතේ පිහිටුවා තිබුණි. ඒ අනුව භාර අරමුදලෙහි අරමුණු හා පරමාර්ථ මුද්‍රාපත්කර ගැනීම සඳහා එම අරමුදලෙහි භාරකරුවන් විසින් කරන ලද ඉල්ලීමක් මත 1981 අංක 66 දරන පනතින් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල පිහිටුවා තිබුණි (ඇමුණුම 01). මෙම අරමුදල විවිධ ප්‍රදාන, තැගි, හෝ පරිත්‍යාග හෝ උපලබ්ධික හෝ එකතුකර ගන්නා ලද මුදල් වලින් වර්ධනය වී ඇත.

4.1.2 අරමුදලෙහි පාලනය

ඉහත පනතෙහි 3 වන වගන්තිය අනුව අරමුදල පිළිබඳ පරිපාලනය, කළමනාකරණය හා පාලනය භාරකාර මණ්ඩලයකට පැවරී ඇත. භාරකාර මණ්ඩලය ප්‍රාරම්භක, අග්‍ර විනිශ්චකාරවරයා, උසස් අධ්‍යාපන අමාත්‍යාංශ ලේකම්වරයා, අධ්‍යාපන විෂයභාර අමාත්‍යාංශ ලේකම්වරයා, වෙළඳ අමාත්‍යාංශ ලේකම්වරයා හා ප්‍රාරම්භක විසින් අවුරුදු පහක කාලයක් සඳහා පත්කරනු ලබන පුද්ගලයන් දෙදෙනෙකුගෙන් සමන්විත වේ. ප්‍රාරම්භකගේ මරණයෙන් පසු වෙළඳ විෂයභාර අමාත්‍යවරයා ප්‍රාරම්භක ලෙස අදහස් කෙරේ.

4.1.3 දැක්ම

දිළිඳුකම තුරන් කිරීම ඉලක්ක කර ගත් වියත් සමාජයක් බිහිකිරීම

4.1.4 මෙහෙවර

වරප්‍රසාද නොලත් යෞවනයනට උසස් අධ්‍යාපන කටයුතු සපුරා ගැනීම සඳහා ශිෂ්‍යත්ව පිරිනැමීම සහ උසස් අධ්‍යාපනය වෙනුවෙන් පහසුකම් නංවාලීම මඟින් සම අවස්ථා ඇති කිරීම.

4.1.5 අරමුණු හා පරමාර්ථ

පනතෙහි 5 වගන්තිය ප්‍රකාරව අරමුණු හා පරමාර්ථ පහත දැක්වේ.

- (අ) යෙෂවනයන්ට උසස් අධ්‍යාපන පහසුකම් සැලසීම;
- (ආ) සතුටුදායකලෙස ද්විතීය අධ්‍යාපනය සම්පූර්ණ කර සිටින, ආධාර ලැබීමට සුදුසු යෙෂවනයන්ට තමන්ගේ ශාස්ත්‍රීය, කාර්මික හෝ තාක්ෂණික අධ්‍යාපනය අවස්ථාවෝචිත පරිදි විශ්වවිද්‍යාලයක හෝ කාර්මික නැතහොත් උසස් අධ්‍යාපන ආයතනයක සම්පූර්ණ කිරීමට හැකිවන පරිදි ඔවුන්ට ආධාර සැලසීම;
- (ඇ) යෙෂවනයන්ට තමන්ගේ නිපුණතා සහ දක්ෂතා වැඩිදියුණුකර ගැනීමට හැකවන පරිදි වෘත්තීය අභ්‍යාස ආයතන පිහිටුවීම සහ කළමනාකරනය කිරීම හෝ පිහිටුවීමට සහ කළමනාකරණය නිරීමට සහායවීම;
- (ඈ) අධ්‍යාපනය සැලසීමෙහි ලා නිරතව ඇති පාසල්, ආයතන, පදනම් සහ වෙනත් ඵ්වැනි ආයතන පිහිටුවීම සහ ඒවා කළමනාකරනය කිරීමෙහි ලා සහ පවත්වා ගෙන යාමේ ලා සහයවීම; සහ
- (ඉ) අධ්‍යාපනය සැලසීමෙහි ලා නිරතව සිටින කතිකාවාර්යවරුන්ගේ, ගුරුවරුන්ගේ සහ ඵ්වැනි වෙනත් තැනැත්තන්ගේ නිපුණතා සහ දක්ෂතා නංවාලීම සහ වැඩිදියුණු කිරීම සඳහා ආධාර සැලසීම.

4.1.6 භාරකාර මණ්ඩලයේ බලතල හා කාර්යව්‍ය

පනතෙහි 6 වන වගන්තිය ප්‍රකාරව මණ්ඩලයෙහි බලතල හා කාර්යව්‍යන් පහත දැක්වේ.

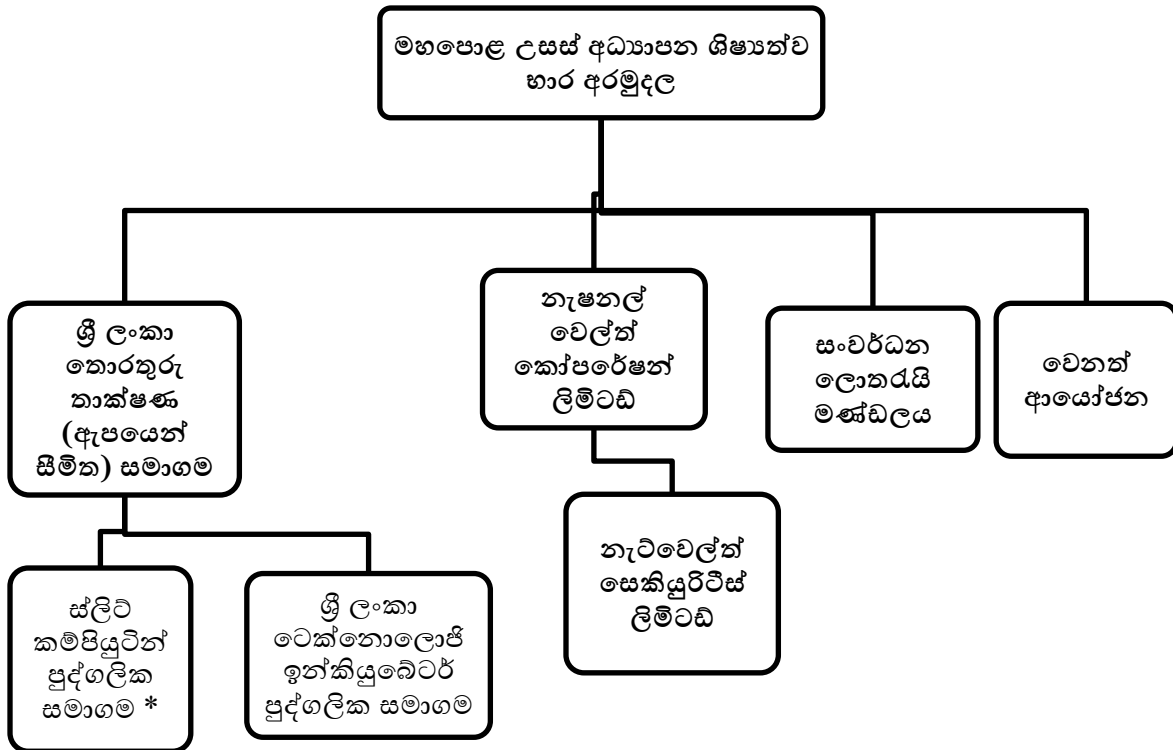
අරමුදලේ පරමාර්ථ මුදුන් පමුණුවා ගැනීමේලා අවශ්‍යවන හිතකර වන හෝ අනුශාංගික වන සියලු දේ කිරීමේ බලය භාරකාර මණ්ඩලයට පැවරී ඇත. භාරකාර මණ්ඩලයට පහත සඳහන් බලතල හා කාර්යව්‍යයන්ද තිබේ.

- (අ) මුදල් සපයා ගැනීම සහ දේශීය හෝ විදේශීය මූලාශ්‍රවලින්, මුදලින් හෝ ද්‍රව්‍ය වලින් ප්‍රදාන, තැගි හෝ පරිත්‍යාග භාර ගැනීම
- (ආ) මේ පනතින් හෝ යම් මිල දී ගැනීමක්, ප්‍රදානයක්, තැගිගක්, තෙස්තමේන්තු නියාදනයක් මගින් හෝ අන්‍යාකාරයකින් මණ්ඩලය සතු වන යම් වංචල හෝ නිශ්චල දේපළක් භාරගැනීම හෝ දැරීම සහ අරමුදලට හිමිවන යම් දේපළක් විකිණීම, උකස් කිරීම, බදුදීම, ප්‍රදානය කිරීම, සමර්පණය කිරීම, අන්තිම කැමති පත්‍රයකින් උරුම කිරීම, පවරා දීම, හුවමාරු කිරීම හෝ අන්‍යාකාරයකින් බැහැර කිරීම;

- (ඇ) අරමුදලෙහි පරමාර්ථ ඉෂ්ට කර ගැනීම සඳහා ආධාර මුදල්, පරිත්‍යාග මුදල් හෝ දේශීය හෝ විදේශීය ශීඝ්‍රත්ව දීම;
- (ඈ) අරමුදලෙහි අරමුණු වැඩිදුරටත් සාක්ෂාත් කර ගැනීම සඳහා මුදල් රැස්කර ගැනීම පිණිස, ආණ්ඩුවේ අනුමැතිය ඇතිව ලොතරැසි පැවැත්වීම;
- (ඉ) අරමුදලේ බලතල, කර්තව්‍ය හා කාර්ය ක්‍රියාත්මක කිරීම හා ඉටු කිරීම සඳහා ද, අරමුදලෙහි පරමාර්ථ මුදුන් පමුණුවා ගැනීම සඳහා ද අවශ්‍ය වන සියලු ගිවිසුම්වලට හා එකඟවීම්වලට, කෙළින්ම හෝ තත්කාර්ය සඳහා මණ්ඩලය විසින් ලියවිල්ලකින් බලය පවරනු ලබන නිලධරයන් සහ සේවකයන් මගින් හෝ අනුයෝජිතයන් මගින් හෝ එළඹීම හෝ එම ගිවිසුම් හෝ එකඟවීම් ඉටු කිරීම;
- (ඊ) මේ පනතේ විධිවිධානවලට යටත්ව, අරමුදලෙහි නිලධරයන් හා සේවකයන් පත්කිරීම, සේවයෙහි නියුක්ත කිරීම හා ඔවුන්ගේ පාරිශ්‍රමික ගෙවීම ද, ස්වකීය සේවා නියුක්තයන් පත්කිරීම, උසස් කිරීම, ඔවුන්ගේ පාරිශ්‍රමික ගෙවීම, ඔවුන්ගේ විනය පාලනය කිරීම හා ඔවුන්ට නිවාඩු දීම හා වෙනත් ප්‍රතිලාභ සැලසීම ද පිළිබඳව රීති සෑදීම;
- (උ) අරමුදලට අයිති හෝ අරමුදල විසින් දරනු ලබන යම් ඉඩමක යම් ගොඩනැගිල්ලක් හෝ ඉදිකිරීමක් තැනීම හෝ තැනීමට සැලැස්වීම;
- (ඌ) භාර මුදල් ඇතුළුව මුදල් ආයෝජනය කිරීම සඳහා නීතියෙන් බලය දී ඇති යම් ආයෝජනවල, මණ්ඩලයේ අභිමතය පරිදි, අරමුදලට අයත් මුදල් ආයෝජනය කිරීම සහ ඒ ආයෝජනය, මණ්ඩලයේ අභිමතය පරිදි, ආපසු ලබා ගැනීම, නැවත ආයෝජනය කිරීම හා වෙනස් කිරීම හා ඒ ආයෝජනවලින් උපචිත ආදායම් ලබාගැනීම;
- (එ) අරමුදලේ කාර්යයන් සඳහා, බැංකු ගිණුම් විවෘත කිරීම, පවත්වාගෙන යාම සහ වසා දැමීම හා අරමුදලේ දේපළ ඇපයක් ඇතිව හෝ එවැනි ඇපයක් නැතිව හෝ මුදල් ණයට ගැනීම හෝ ලබාගැනීම; සහ
- (ඒ) අරමුදලේ පරමාර්ථ ක්‍රියාත්මක කිරීම සඳහා ආනුෂාංගික වන හෝ හිතකර වන වෙනත් සියලු ක්‍රියා සහ දේවල් කිරීම.

4.1.7 අරමුදලේ මුදල් ආයෝජනය

අරමුදල විසින් 2014 දෙසැම්බර් 31 දිනට පහත සඳහන් ආයතනයන්හි රු.9,039,789,043 ක් ආයෝජනය කර තිබුණි. විස්තර වගු අංක 01 හි දැක්වේ.



*2018 පෙබරවාරි 09 දින සිට මෙම සමාගමේ නාමය SLIIT ACADEMY ලෙස වෙනස්කර තිබුණි.

වගුව අංක 01 - මහපොළ අරමුදලෙහි ආයෝජනය

ආයතනය	ආයෝජනය			
	2014.12.31 දිනට රු.	2015.12.31 දිනට රු.	2016.12.31 දිනට රු.	2017.12.31 දිනට රු.
ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම	රු.373,577,392	1,064,520,695		
නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ්	රු.300,000,000	300,000,000	985,000,000	985,000,000
ආයෝජන කළඹ	6,530,353,720	7,244,552,042	7,239,466,463	8,345,078,695
සංවර්ධන ලොතරැයි මණ්ඩලය	රු.2,200,000	රු.2,200,000	රු.2,200,000	රු.2,200,000
වෙනත් ආයෝජන: භාණ්ඩාගාර බිල්පත් ස්ථාවර තැන්පත් බැඳුම්කර	1,833,657,9312	2,121,803,601	1,863,485,232	1,551,360,645
එකතුව	9,039,789,043	10,733,076,338	10,090,151.695	10,883,639,340

4.2 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම

4.2.1 සමාගම පිහිටුවීම සඳහා යෝජනා කිරීම

4.2.1.1 මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 1998 මාර්තු 27 දින පවත්වා තිබූ රැස්වීමකදී විශ්ව විද්‍යාල මට්ටමේ තොරතුරු තාක්ෂණ ආයතනයක් මාලබේ පිහිටි මහපොළ ඉඩමෙහි පිහිටුවීමටත්, ඒ සඳහා මූල්‍යනය භාරඅරමුදලින් සිදුකිරීමටත් ප්‍රතිපත්තිමය වශයෙන් අනුමතකර තිබුණි (ඇමුණුම 02). එම අනුමත කිරීමෙන් පසුව අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යවරයා සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යවරයා 1998 අප්‍රේල් 01 දින ඉදිරිපත් කර තිබූ අංක 98/995/11/052 දරන “තොරතුරු තාක්ෂණය පිළිබඳව ආයතනයක් පිහිටුවීම” යන මැයෙන් ඒකාබද්ධ අමාත්‍ය මණ්ඩල සංදේශයේ

අඩංගු යෝජනාව ප්‍රතිපත්තිමය වශයෙන් අමාත්‍ය මණ්ඩලය විසින් 1998 ජූලි 01 දින අනුමත කර තිබුණි (ඇමුණුම 03). තවද මෙකී ව්‍යාපෘතිය ක්‍රියාත්මක කිරීමේදී මේ සම්බන්ධයෙන් මුදල් හා ක්‍රමසම්පාදන අමාත්‍යවරයා විසින් ඉදිරිපත්කර තිබුණු නිරීක්ෂණ කෙරෙහිද අවධානය යොමු කළ යුතු බවට ද එකඟවී තිබුණි. එමෙන්ම මෙකී නිරීක්ෂණ වල දක්වා ඇති ආකාරයට සවිස්තර පත්‍රිකාවක් සකස්කර ඒ පිළිබඳව ඇගයීම සඳහා ජාතික සැලසුම් දෙපාර්තමේන්තුවට ඉදිරිපත් කිරීමටද තීරණය කර තිබුණි.

4.2.1.2 උක්ත 4.2.1.1 ඡේදයෙහි සඳහන් අනුමත කරන ලද අමාත්‍ය මණ්ඩල සංදේශයේ පහත සඳහන් යෝජනා ද ඇතුළත්ව තිබුණි.

- (i) මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට අයත් කොළඹ දිස්ත්‍රික්කයේ මාලබේ ප්‍රදේශයේ පිහිටි අක්කර 25 ක භූමිය යොදාගෙන තොරතුරු තාක්ෂණ ආයතනය පිහිටුවීමට
- (ii) මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලයේ එකඟතාවය මත මහපොළ ශිෂ්‍යත්ව ප්‍රදානය කිරීමට බලපෑමක් නොවන ආකාරයට රු.මිලියන 500 ක උපරිමයකට යටත්ව මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල විසින් මෙම ව්‍යාපෘතිය සඳහා මූල්‍යනය කිරීමට
- (iii) අවශ්‍ය උපකරණ, සවිකිරීම් සහ අනෙකුත් යටිතල පහසුකම් විදේශීය ආධාර සපයන ආයතන වෙතින් ලබා ගැනීමට ඇති හැකියාව සම්බන්ධයෙන් විමසන ලෙසට විදේශ සම්පත් අධ්‍යක්ෂ ජනරාල්වරයාට නියම කිරීම
- (iv) මෙම ව්‍යාපෘතිය අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයේ සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යාංශයේ සහයෝගිතා ප්‍රයත්නයක් විය යුතු බව
- (v) යෝජිත තොරතුරු තාක්ෂණ ආයතනය ශ්‍රී ලංකාවේ මොරටුව විශ්වවිද්‍යාලයේ අධිකාරිය යටතේ ඉහත සඳහන් අමාත්‍යාංශවල සහ මොරටුව විශ්වවිද්‍යාලයේ, විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ සහ මහපොළ භාර අරමුදලේ නියෝජිතයින්ගෙන් සැදුම්ලත් ස්වාධීන පාලන මණ්ඩලයක් විසින් ක්‍රියාත්මක කිරීමට

4.2.1.3 තවද උක්ත අමාත්‍ය මණ්ඩල සංදේශයේ 07 ඡේදයේ සඳහන් පරිදි මෙම කාර්යය අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයේ සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යවරයාගේ ඒකාබද්ධ ප්‍රයත්නයක් බවත්, මෙය මොරටුව විශ්වවිද්‍යාලය යටතේ තිබිය යුතු බවත් දැක්වෙන අතර, ආයතනයේ කළමනාකරණ ව්‍යුහය ශ්‍රී ජයවර්ධනපුර විශ්වවිද්‍යාලය යටතේ පවතින කළමනාකරණ පශ්චාත් උපාධි ආයතනයට සමානවිය යුතු බවත්, ඉහළම

අධිකාරිය පාලන මණ්ඩලය බවත් එය ඉහත අමාත්‍යාංශවල නියෝජිතයින්ගෙන් සහ මොරටුව විශ්වවිද්‍යාලයේ සහ මහපොළ භාර අරමුදලේ තැනැත්තන්ගෙන් සංයුක්ත විය යුතු බවත් දැක්වේ.

4.2.1.4 අනතුරුව 1999 ජනවාරි 28 දින අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යවරයා විසින් මාලබේ තොරතුරු තාක්ෂණ ආයතනයක් පිහිටුවීම සම්බන්ධයෙන් පවත්වා තිබුණු රැස්වීමකදී පහත සඳහන් තීරණයන්ට එළඹ තිබුණි. (ඇමුණුම 04)

- (i) මාලබේ භූමියෙහි යෝජිත ගොඩනැගිලි ඉදිකිරීම් කටයුතු අවසන් වන තෙක් යෝජිත ආයතනය පිහිටුවීමටත්, මහපොළ භාර අරමුදලෙන් ලබාදෙන රු.මිලියන 500 ට අමතරව මහා භාණ්ඩාගාරය 1999 වර්ෂයේ අයවැයෙන් රු.මිලියන 95 ක ප්‍රතිපාදන වෙන්කර කර ඇති බැවින් පුහුණු පාඨමාලා සුදුසු ස්ථානයක ආරම්භ කිරීමට කටයුතු කිරීම.
- (ii) ජාතික සැලසුම් දෙපාර්තමේන්තුව විසින් ව්‍යාපෘති යෝජනාව ඇගයීමේ කටයුතු ඉක්මණින් අවසන් කිරීම ගැන සහතික විය යුතු බව.
- (iii) පාර්ලිමේන්තු පනතක් මගින් ආයතනය පිහිටුවන තෙක් අතුරු වැඩපිළිවෙලක් වශයෙන් යෝජිත ව්‍යාපෘතිය කරගෙන යාම සඳහා සමාගම් පනත යටතේ ඇපයෙන් සීමිත සමාගමක් පිහිටුවීමත්, ආයෝජන මණ්ඩලය මොරටුව විශ්වවිද්‍යාලය සමග සහයෝගයෙන් යෝජිත සමාගමේ සාංගමික ව්‍යවස්ථාවලිය සහ සාංගමික සංස්ථාපත්‍රය පිළියෙල කිරීම.
- (iv) අතුරු කාල පරිච්ඡේදයෙන් පසුව මොරටුව විශ්වවිද්‍යාලය මෙම ආයතනය භාරගැනීමට කටයුතු කළයුතු අතර අනතුරුව එය මොරටුව විශ්වවිද්‍යාලය තාක්ෂණ ආයතනය ලෙස හැඳින්වීමටත් අනාගතයේදී වත්කම් සහ වගකීම් මොරටුව විශ්වවිද්‍යාලයට පැවරීමට හැකිවන ලෙසට ප්‍රතිපාදන, සමාගම් ව්‍යවස්ථාවලියට ඇතුළත් කිරීම.
- (v) මාලබේ යෝජිත ගොඩනැගිලි ඉදිකර අවසන්වන තෙක් සුදුසු ගොඩනැගිල්ලක් සොයා ගැනීම සඳහා පුවත්පත් දැන්වීමක් පලකිරීමට මොරටුව විශ්වවිද්‍යාලයේ උපකුලපතිවරයා කටයුතු කළයුතු බව.
- (vi) ඉහත යෝජනා ක්‍රියාත්මක කිරීම සඳහා අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යවරයා සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යවරයා විසින් ඒකාබද්ධ අමාත්‍යමණ්ඩල සංදේශයක් ඉදිරිපත් කිරීම

4.2.2 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම පිහිටුවීම

4.2.2.1 මහජන උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 1998 මාර්තු 27 දිනෙන් පසු 1999 මැයි 21 දින දක්වාම රැස්වීමක් පවත්වා නොතිබුණු අතර 1999 මැයි 21 දිනැති රැස්වීමට ඉදිරිපත්කර තිබුණු අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවට අනුව ව්‍යාපෘතිය ආරම්භකිරීමේ කටයුතු විධිමත් ආකාරයෙන් සිදුවනතෙක් 1999 ජනවාරි 28 දින පවත්වන ලද රැස්වීමේදී ගන්නාලද තීරණය ප්‍රකාරව ඇපයෙන් සීමිත සමාගම පිහිටුවන ලද බව සඳහන්කර තිබුණි (ඇමුණුම 05). එසේම ඇපයෙන් සීමිත සමාගමේ අධ්‍යක්ෂ මණ්ඩලය මොරටුව විශ්වවිද්‍යාලයේ, අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයේ, ආයෝජන මණ්ඩලයේ, විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යාංශයේ නියෝජිතයින්ගෙන් සමන්විතවන අතර එම ආයතනවලින් නාමයෝජනා ලැබීමෙන් අනතුරුව පත් කිරීම් කිරීමටත් තීරණය කර තිබුණි. එසේම ආයතනයේ කටයුතු බදු ගත් පරිශ්‍රයෙහි ආරම්භ කිරීමටත් අධ්‍යාපන අමාත්‍යාංශය ආයතනය කළමනාකරණයේ වගකීම නිසිපරිදි භාර ගන්නාතෙක් ගොඩනැගිලි සැලසුම්කර ඉදිකිරීමටත් සමාගමේ අපේක්ෂාව වී තිබුණි.

4.2.2.2 ඒ අනුව ඉහත 4.2.1.4 (iii) අනුව 1982 අංක 17 දරන සමාගම් පනත යටතේ “ශ්‍රී ලංකා” යන නාමය ද ඇතුළත් කරමින් ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම නමින් සමාගමක් 1999 මාර්තු 26 දින සංස්ථාපනය කර තිබුණි (ඇමුණුම 06). සමාගමේ අධ්‍යක්ෂක මණ්ඩලයට ඉහත 4.2.2.1 ඡේදයෙහි සඳහන් ආයතනවල නියෝජිතයින් ඇතුළත් විය යුතු විය. කෙසේවුවද මොරටුව විශ්වවිද්‍යාලයෙන් තිදෙනෙක්, අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයෙන් තිදෙනෙක්, ආයෝජන මණ්ඩලයේ සභාපති සහ ශ්‍රී ලංකා අපනයන මණ්ඩලයේ සභාපතිගෙන් සමන්විත වූ පාලක මණ්ඩලයක් සමාගම පාලනය සඳහා පිහිටුවා තිබුණි (ඇමුණුම 07).

4.2.3 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගමෙහි කටයුතු පවත්වාගෙන යාම

4.2.3.1 1999 මැයි 21 දින පවත්වන ලද රැස්වීමට මොරටුව විශ්වවිද්‍යාලයේ උප කුලපතිවරයා සහභාගී වී නොතිබුණු අතර ඔහුව නියෝජනයකරමින් එම විශ්වවිද්‍යාලයේ ආචාර්යවරයෙකු සහභාගීවී තිබුණි. ඔහු විසින් ආයතනය පිහිටුවීම සම්බන්ධ විස්තරාත්මක ව්‍යාපෘති යෝජනාව ඉදිරිපත්කර තිබුණු අතර, ස්ථිර ගොඩනැගිලි ඉදිකර අවසන්වනතෙක් ආයතනයේ අධ්‍යාපන කටයුතු කුලියට ගත් ගොඩනැගිල්ලක පවත්වාගෙන යාම කළයුතු බවත් සඳහන්කර තිබුණි. ඒ අනුව භාරකාර මණ්ඩලය පහත සඳහන් පරිදි අනුමැතිය ලබාදී තිබුණි.

- (i) තොරතුරු තාක්ෂණ ආයතනය ඉදිකිරීම සඳහා වෙන්කර ඇති මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට අයත් මාලබේ ප්‍රදේශයේ පිහිටි ඉඩම යොදාගැනීමට
- (ii) වැඩ පිළිබඳව ප්‍රගතිය ඇගයීමෙන් සහ පරීක්ෂා කිරීමෙන් අනතුරුව තොරතුරු තාක්ෂණික ආයතනය මාලබේ ඉඩමෙහි පිහිටුවීම සඳහා දැරීමට සිදුවන ප්‍රාග්ධන වියදම් සඳහා වාරික වශයෙන් ගෙවීමට රු.මිලියන 500 ක් වෙන් කිරීම. මෙම වෙන්කිරීම් කිරීමේදී මහපොළ ශිෂ්‍යත්ව ප්‍රදානය කිරීමට බලපෑමක් නොවන ආකාරයටත් අරමුදලේ ප්‍රාග්ධනය රැස්කිරීමට බාධාවක් නොවන ආකාරයටත් අරමුදලේ වෙන්කළයුතු බව
- (iii) රජය විසින් 1999 වර්ෂයේදී අරමුදලේ නිදහස් කරන තෙක් තොරතුරු තාක්ෂණික ආයතනයේ හදිසි පුනරාවර්තන වියදම් වෙනුවෙන් ආපසු අයකරගන්නා අත්තිකාරම් මුදලක් ලබාදීමටත් උසස් අධ්‍යාපන අමාත්‍යාංශය විසින් පුනරාවර්තන වියදම් සඳහා භාණ්ඩාගාර ප්‍රතිපාදන තාක්ෂණික ආයතනයට නිකුත්කළ පසුව අත්තිකාරම් මුදල පියවා ගැනීමට
- (iv) තොරතුරු තාක්ෂණය හදාරන මූල්‍ය සහය අවශ්‍ය සිසුන්ගෙන් සියයට 30 ක් සඳහා තොරතුරු තාක්ෂණ ආයතනයට ලැබෙන ගාස්තු ආදායමින් සහය දීම

4.2.3.3 ඉන් අනතුරුව 1999 සැප්තැම්බර් 02 දින භාරකාර මණ්ඩලය පවත්වා තිබුණු රැස්වීම් සඳහා ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගමේ සභාපති සහ කළමණාකරන අධ්‍යක්ෂවරයාට සහභාගීවන ලෙසට ආරාධනාකර තිබුණු අතර සමාගම විසින් ඒ වන විට ගෙන තිබුණු පියවරයන් සහ 1999 අගෝස්තු අවසානයට ප්‍රගති වාර්තාවක් භාරකාර මණ්ඩලයට ඉදිරිපත්කර තිබුණි (ඇමුණුම 8).

4.2.3.3 තවද භාණ්ඩාගාරය පුනරාවර්තන වියදම් සඳහා SLIIT ආයතනයට අරමුදලේ ලබාදීමට එකඟවී ඇති බවත් ඒ දක්වා ප්‍රාග්ධන වියදම් සඳහා මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල විසින් කොල්ලුපිටියේ පවතින SLIIT ආයතනයට ලබා දී ඇති අරමුදලේ මාලබේ SLIIT ව්‍යාපෘතියේ ප්‍රාග්ධනයේ කොටසක් ලෙස සැලකීමටත් 2000 මැයි 29 දින තීරණය කර තිබුණි (ඇමුණුම 9). තවද 2000 මැයි 03 දින SLIIT ආයතනයට ලබා දී තිබුණු රු.මිලියන 25 ක සඳහා ආවරණ අනුමැතිය ලබා දීමටත් මාලබේ SLIIT ව්‍යාපෘතියේ ඉදිරි අවශ්‍යතා සඳහා මුදලේ නිදහස් කිරීම සඳහා නිර්දේශ ඉදිරිපත් කිරීම සඳහා කමිටුවක් පත් කිරීමටත් , ශ්‍රවණාගාරය ප්‍රාරම්භක ගරු. ලලිත් ඇතුළත් මුදලි නමින් නමිකි රීමටත් තීරණය කර තිබුණි. මාලබේ ගොඩනැගිලි ඉදිකිරීම සඳහා වන ලංසු ලියකියවිලි අමාත්‍ය මණ්ඩලය විසින් පත්කළ ප්‍රසම්පාදන කමිටුව විසින් අනුමත කර ඇති බවත්, ඉදිකිරීම් 2000 අගෝස්තු මැද අමාත්‍ය මණ්ඩලය විසින් පත්කළ ප්‍රසම්පාදන කමිටුවේ නියෝගය අනුව ආරම්භ කළ හැකි බවත් ව්‍යාපෘති අධ්‍යක්ෂවරයා භාරකාර මණ්ඩලයට දන්වා තිබුණි.

4.2.3.4 ඒ අනුව මාලබේ SLIIT ව්‍යාපෘතිය කඩිනමින් අවසන් කිරීම සඳහා භාර අරමුදල ජාතික සංවර්ධන බැංකුවෙන් රු.මිලියන 175 ක ණය මුදලක් ලබා ගැනීමටත්, සහන කාලය අවසන්වී වර්ෂ 1 ½ ක කාලයක් සඳහා ආපසු ගෙවිය යුතු පිරිවැය අරමුදල දැරීමටත්, ණය මුදල ලබාගෙන මාස 36 ක කාලය අවසානයේදී බැංකුව විසින් පවත්වාගෙන යනු ලබන ණය ආපසු ගෙවිය යුතු උපලේඛණය අනුව ණය මුදල SLIIT ආයතනය සමග එක්ව ගෙවීම ඇති හැකියාව සොයා බැලියයුතු බවටත් භාරකාර මණ්ඩලය 2000 සැප්තැම්බර් 06 දින පවත්වා තිබුණු රැස්වීමේදී තීරණයකර තිබුණි.

තවද ව්‍යාපෘතිය පුලුල් කිරීම සඳහා අවශ්‍ය අමතර අරමුදල් රජයෙන් ලබා ගැනීම සඳහා අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත් කිරීමටත් SLIIT ආයතනය සමග අවබෝධතා ගිවිසුමක් අත්සන් කිරීමටත් තීරණය කර තිබුණි (ඇමුණුම 10).

4.2.3.5 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගමේ අධ්‍යක්ෂ මණ්ඩලය අධ්‍යාපන අමාත්‍යාංශයේ , උසස් අධ්‍යාපන අමාත්‍යාංශයේ, මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ, විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ, විශ්වවිද්‍යාලවල සහ මහාභාණ්ඩාගාරයේ නියෝජිතයින්ගෙන් සමන්විතවන බව නැවතත් භාරකාර මණ්ඩලය 2001 මැයි 10 දින පවත්වා තිබුණු රැස්වීම් සටහනෙහි සඳහන්කර තිබුණි (ඇමුණුම 11). කෙසේවුවද ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම පිහිටුවීම සහ එහි සමාගමේ අධ්‍යක්ෂක මණ්ඩලය කෙසේ විය යුතුද යන්න ගැන අරමුදලේ භාරකාර මණ්ඩලය 2001 මැයි 10 දින දක්වා කිසිදු අවස්ථාවක නිශ්චිතව සාකච්ඡාකර නොතිබුණි.

4.2.3.6 ශ්‍රී ලංකාවේ නීතිය අනුව SLIIT ආයතනය පිහිටි ඉඩමෙහි සහ ගොඩනැගිලිවල අයිතිය භාර අරමුදල සතුවන බවත් එය ඇපයෙන් සීමිත සමාගමක් බැවින් ලාභාංශ ගෙවීමට හැකියාවක් නොමැති බවත්, එබැවින් SLIIT ආයතනය සහ එහි අධ්‍යක්ෂ මණ්ඩලය මහපොළ භාර අරමුදල යටතට ගැනීමට නීතිමය ප්‍රතිකර්ම යෙදීමටත්, එය වාණිජ හා පාරිභෝගික කටයුතු අමාත්‍යාංශය යටතේ පැවතීමටත්, එය SLIIT මහපොළ කැම්පස් ලෙස නැවත නම් කිරීමටත් තාක්ෂණික සහ පරිපාලන කටයුතු සම්බන්ධයෙන් SLIIT ආයතනයට ස්වාධීනත්වය ලබාදීමටත්, භාරකාර මණ්ඩලය 2002 මාර්තු 13 දින පවත්වා තිබුණු රැස්වීමේදී තීරණයකර තිබුණි (ඇමුණුම 12).

4.2.3.7 තවද SLIIT මහපොළ කැම්පස්හි ශිෂ්‍ය පාඨමාලා ගාස්තු මධ්‍යම ආදායම් ලබන සිසුන්ට දරාගත හැකිවිය යුතු බැවින් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ පූර්ව අවසරයකින් තොරව පාඨමාලා ගාස්තු වැඩිනොකළ යුතුබවට මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 2003 පෙබරවාරි 05 දින පවත්වා තිබුණු රැස්වීමේදී තීරණය කර තිබුණි (ඇමුණුම 13).

4.3 භාරකාර මණ්ඩලය ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම සමඟ එළඹී පළමු ගිවිසුම

4.3.1 2003 පෙබරවාරි 05 දින භාරකාර මණ්ඩලය විසින් “මහපොළ කැම්පස්” කළමනාකරනය කිරීම සඳහා SLIIT ආයතනය සමඟ කළමනාකරණ ගිවිසුමකට එළඹීමට ගෙන තිබුණු තීරණයක් අනුව, මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල 2003 මාර්තු 19 වන දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම සමඟ ගිවිසුමකට එළඹ තිබුණි. තවද පළමු වතාවට විශ්වවිද්‍යාලය පිහිටවූ 2002 වර්ෂයේ සිට වර්ෂ 8 ක කාලසීමාවකට විශ්වවිද්‍යාලය කළමනාකරණය කිරීම සඳහාත්, ගිවිසුමේ කාර්ය සාධනය අනුව දෙපාර්ශවය එකඟවේ නම් කාලපරිච්ඡේදය දීර්ඝකිරීමටත් ගිවිසුමට අනුව හැකියාව තිබුණි. මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල වෙනුවෙන් භාරකරුවන් වශයෙන් අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු අමාත්‍යාංශයේ එවකට සිටි ලේකම්වරයාත් ප්‍රාරම්භක විසින් පත්කරන ලද සාමාජිකයකුත් ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම වෙනුවෙන් සභාපතිවරයා සහ කළමනාකරන අධ්‍යක්ෂවරයා මෙම ගිවිසුමට අත්සන් තබා තිබුණි (ඇමුණුම 14).

4.3.2 SLIIT ආයතනය මහපොළ භාර අරමුදල සමඟ පවත්වාගත යුතු සබඳතාවය

4.3.2.1 මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 2004 ජූලි 12 දින පවත්වා තිබුණු රැස්වීම් සටහන අනුව, SLIIT ආයතනය විසින් තොරතුරු තාක්ෂණය හදාරන සිසුන්ගෙන් සියයට 30 ක් සඳහා ශිෂ්‍යත්ව පිරිනැමීමටත්, ඒ වෙනුවෙන් රු.මිලියන 10 කට නොඅඩු මුදලක් වාර්ෂිකව මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට ගෙවීමටත්, පවතින අවබෝධතා ගිවිසුම වඩාත් නම්‍යශීලී ලෙස සංශෝධනය කිරීමටත් SLIIT ආයතනයේ ප්‍රධාන විධායක යෝජනාකර තිබුණු අතර ඒ පිළිබඳව පරීක්ෂා කර මණ්ඩලයට වාර්තා කිරීමට අමාත්‍යවරයා එකඟවී තිබුණි (ඇමුණුම 15).

4.3.2.2 ඒ අනුව මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 2005 පෙබරවාරි 03 දින පවත්වා තිබුණු රැස්වීමට අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු අමාත්‍යාංශයේ එවකට සිටි ලේකම්වරයා විසින් ඉදිරිපත්කර තිබුණු අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි 1999 වර්ෂයෙන් පසුව SLIIT හි අධ්‍යක්ෂ මණ්ඩලය පත්කිරීමේ බලය SLIIT හි අධ්‍යක්ෂ මණ්ඩලයට ලබාදී ඇති බවත්, කොටස් කරුවන්ගේ අයිතිය පැහැදිලි නොවන බවත් කෙසේවුවද, ශේෂ පත්‍රයේ මහපොළ දායකය පමණක් සඳහන් බවත් ප්‍රාග්ධන ගිණුමේ රඳවාගත් ලාභ දක්වා ඇති බවත්, ආරම්භයේදී වෙළඳ හා අධ්‍යාපන අමාත්‍යවරයා SLIIT හි අධ්‍යක්ෂ මණ්ඩලය රජයේ නිලධාරීන්ගෙන් පත්කළ බවත්, වර්තමානයේ ජීවිත කාලය සඳහා අධ්‍යක්ෂ මණ්ඩල සාමාජිකයින් දැනට සිටින අධ්‍යක්ෂ මණ්ඩලය විසින් පත්කරන බවත්, SLIIT ආයතනය තොරතුරු තාක්ෂණික අධ්‍යාපනයට අමතරව ගණකාධිකරණය, කළමනාකරණය ආදී

වෙනත් ක්ෂේත්‍රයන් කෙරෙහිද යොමුවී ඇති බැවින් SLIIT ආයතනයෙහි ප්‍රධාන අරමුණ වෙනස් වී ඇති බවත්, ඒන්ඩ්බි බැංකුවෙන් අරමුදල ලබා ගත් ණය මුදල තවදුරටත් ගෙවමින් සිටින බවත් දන්වා තිබුණි (ඇමුණුම 16).

4.3.2.3 තවද SLIIT ආයතනය සහ භාර අරමුදල අතර ඇතිකර ගැනීමට යෝජිතව තිබුණු කෙටුම්පත් ගිවිසුම සම්බන්ධයෙන් සාකච්ඡාකර තිබුණි. SLIIT ආයතනය වාණිජ ආයතනයක් ලෙස පවත්වාගෙන යන බැවින් සාධාරණ ප්‍රතිලාභයක් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට ලබාගත යුතු බැවින් ලාභයෙන් සියයට 25 ක් හෝ රු.මිලියන 12.5 යන වටිනාකමින් වැඩි මුදල SLIIT වෙතින් ලබා ගැනීමටත් උක්ත 4.3.2.2 ඡේදයෙහි සඳහන් අධ්‍යක්ෂ මණ්ඩල රැස්වීමේදී තීරණයකර තිබුණි.

4.3.2.4 තවද ආයතනය මහපොළ භාර අරමුදලේ ප්‍රාග්ධනයෙන් ආරම්භකර ඇති බැවින් ජාතික අවශ්‍යතාවය ගැන සලකා මහපොළ අරමුදලේ ආසන්න සම්බන්ධතාවයක් පවත්වාගෙන යායුතු බවටත්, SLIIT හි අරමුදලේ නියෝජ්‍යත්වය වැඩිකිරීම සඳහා සමාගමෙහි අධ්‍යක්ෂ මණ්ඩලයෙන් 1/3 ක් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලින් පත් කිරීමටත්, තීරණය කර තිබුණි. තවද භාර අරමුදලේ සාමාජිකයකු භාර අරමුදල නියෝජනය කිරීම සඳහා SLIIT හි අධ්‍යක්ෂ මණ්ඩල සාමාජිකයකු වශයෙන් පත්කිරීමටත්, ජාතික සංවර්ධන බැංකුවෙන් ලබාගත් ණය මුදල භාර අරමුදල විසින් ආපසු ගෙවීමටත්, ඉදිරියේදී කරනු ලබන සියලුම වැඩි දියුණු කිරීම් සහ ඉදිකිරීම් හෝ වෙනත් ව්‍යාපෘතීන් කරගෙන යාම සඳහා අරමුදලේ අනුමැතිය ඇතිව පමණක් කිරීමටත්, එම ආයතනය කිසිම ලෙසකින් අරමුදලට කරදරයක් නොවිය යුතු බවටත් ශිෂ්‍යත්ව පිරිනැමීම සඳහා වන පිරිවැය දැරීම හේතුවෙන් කිසිදු ලෙසකින් ගිවිසුමේ සඳහන් දායකත්වයේ අඩුවීමක් නොවිය යුතු බවටත් තීරණයකර තිබුණි. තවද දැනට පවතින අවබෝධතා ගිවිසුම පරීක්ෂාකර SLIIT හි සම්පත් යොදා ගැනීම සඳහා වැඩි නිදහසක් දීම සම්බන්ධයෙන් සලකා බලන ලෙස ප්‍රාරම්භක විසින් පත්කරනලද සාමාජිකයකු විසින් ඉල්ලීමක් කර තිබුණි.

4.3.2.5 භාරකාර මණ්ඩලය 2005 පෙබරවාරි 03 දින පවත්වා තිබූ ඉහත රැස්වීමේදී ප්‍රාරම්භක විසින් පත්කරනලද ඉහත සඳහන් සාමාජිකයා භාර අරමුදල නියෝජනය කරමින් ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගමේ අධ්‍යක්ෂ මණ්ඩල සාමාජිකයකු වශයෙන් පත්කිරීමට භාර අරමුදල උපදෙස් දුන් බවත්, යෝජිත බදු ගිවිසුම සමාලෝචනය කිරීම සඳහා ඔහුට පැවරූ බවත් අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු අමාත්‍යාංශයේ එවකට සිටි ලේකම්වරයා ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගමේ සභාපතිවරයා අමතා තිබුණු අංක 2-6/ඒමපී/1/SLIIT හා 2005 පෙබරවාරි මස දින රහිත ලිපියක් මගින් දන්වා තිබුණි. (ඇමුණුම 17).

4.4 භාර අරමුදල සහ ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම අතර ඇතිකරගත් දෙවන ගිවිසුම

4.4.1 භාරකාර මණ්ඩලය විසින් භාර අරමුදල හා ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම අතර සංශෝධනයන්ට යටත්ව ගිවිසුමක් අත්සන් කිරීමට භාර අරමුදල වෙනුවෙන් 4.3.2.4 හි සඳහන් ප්‍රාරම්භක විසින් පත්කරනලද සාමාජිකයාටත් අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු අමාත්‍යාංශයේ එවකට සිටි ලේකම්වරයාටත් 2005 ජූලි 18 දින භාරකාර මණ්ඩලය විසින් බලය පවරා තිබුණි. ඒ අනුව 2005 නොවැම්බර් 14 දින භාර අරමුදල හා ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම අතර නව ගිවිසුමකට එළඹ තිබුණි. ඒ අනුව මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල වෙනුවෙන් උක්ත බලය පවරන ලද පුද්ගලයින්ද , ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම වෙනුවෙන් අධ්‍යක්ෂ සහ කළමනාකරන අධ්‍යක්ෂ ලෙස ගිවිසුමට අත්සන් තබා තිබුණි (ඇමුණුම 18).

4.4.2 භාර අරමුදල හා SLIIT ආයතනය අතර 2003 මාර්තු 19 වන දින එළඹී ගිවිසුමට අනුව විශ්වවිද්‍යාලය සම්බන්ධයෙන් වූ සංවර්ධන ක්‍රියාමාර්ග පිළිබඳ නිර්දේශ කිරීමේ අයිතිය භාර මණ්ඩලයට පැවරී තිබුණු අතර විශ්වවිද්‍යාලයේ අභිවෘද්ධිය උදෙසා කරනු ලබන සියලු කටයුතු භාර අරමුදලේ එකඟතාවය මත සිදුකළ යුතු විය. එසේ වුවද භාර අරමුදල හා SLIIT ආයතනය අතර 2005 නොවැම්බර් 14 වන දින එළඹී දෙවන ගිවිසුමට අනුව SLIIT ආයතනයෙහි අරමුණු ඉටුකර ගැනීම සඳහා එහි අධ්‍යක්ෂ මණ්ඩලයේ මතය අනුව තීරණය කරනු ලබන ආකාරයට මෙම විශ්වවිද්‍යාලයේ මෙහෙයුම් කටයුතු සිදු කිරීමටද, ඒ අනුව වක්‍රලේඛ පිළියෙල කිරීමද, විභාග පැවැත්වීම සඳහා සුදානම් කිරීමද, සිසුන් බඳවා ගැනීමද, අධ්‍යයන කාර්යය මණ්ඩලය සේවයේ යෙදවීමද, කළමනාකරණය හා යටිතල පහසුකම් නඩත්තුව කටයුතු සිදුකිරීම ද ප්‍රධාන ඉදිකිරීම්වලදී පමණක් භාර අරමුදලෙහි අනුමැතියට යටත්ව කටයුතු කිරීමටද එකඟ වී තිබුණි.

4.4.3 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම විසින් ගෙවිය යුතු බදු කුලිය

2005 නොවැම්බර් 14 දින ඇතිකර ගත් නව ගිවිසුමේ 5 (අ) (i) යටතේ භාර අරමුදලට අයත් අක්කර 25 ක භූමිය බදු කුලී පදනම මත SLIIT ආයතනයට ලබාදී තිබූ අතර වාර්ෂික බදු කුලිය ලෙස රු.මිලියන 8 ක් හෝ SLIIT මාලබේ කැම්පස්හි වාර්ෂික ශුද්ධ ලාභයෙන් සියයට 20 යන අගයන් දෙකෙන් වැඩි අගය ගෙවිය යුතු බවට එකඟතාවයට පත්ව තිබුණි. ඒ අනුව 2015 මැයි 12 වන විට හිඟ හිටි බදු කුලිය රු.98,642,356 ක් විය (ඇමුණුම 19). මෙම හිඟ හිටි බදු කුලිය නොසලකා භාර අරමුදල 2015 මැයි 12 දින සමාගම සමඟ නව ගිවිසුමකට එළඹ තිබූ අතර, එම ගිවිසුමට අනුව වාර්ෂිකව අය කළ යුතු බදු කුලිය රු.මිලියන 20 කට සීමා කර තිබීම හේතුවෙන් භාර අරමුදලට ලැබිය යුතු බදු කුලිය 2015 දෙවන අර්ධ වර්ෂයේ සිට 2017 දෙසැම්බර් 31 දක්වා

රු.මිලියන 120.99 කින් අඩු වී තිබුණි. තවද ආයතනය විසින් ගොඩනැගිලි ඉදිකිරීමේදී අරමුදලේ භාරකාර මණ්ඩලයේ අවසරයද ලබාගෙන නොතිබුණි.

4.5 අංක 56.10 දරන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව

මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ භාරකාර මණ්ඩලය 2012 දෙසැම්බර් 31 දිනෙන් පසුව රැස්වීම් පවත්වා නොතිබුණු අතර 2015 මාර්තු 19 දින පවත්වා තිබුණු රැස්වීමේදී භාර අරමුදල සහ SLIIT ආයතනය අතර ඇති සම්බන්ධතාවය සොයා බලා වාර්තා කරන ලෙසට අරමුදලේ ප්‍රාරම්භක විසින් පත්කරනලද සාමාජිකයකුට පවරා තිබුණි (ඇමුණුම 20).

ඒ අනුව එම සාමාජිකයා විසින් 2015 අප්‍රේල් 29 දින පැවති භාරකාර මණ්ඩලය රැස්වීමට 2015 අප්‍රේල් 20 දිනැතිව ඉදිරිපත් කර තිබුණු අංක 56.10 දරන මණ්ඩල පත්‍රිකාවකින් අරමුදලට ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගමේ ඇති අයිතිය සම්බන්ධයෙන් නිවැරදි නොවන තොරතුරු ඉදිරිපත් කර තිබුණු අතර භාරකාර මණ්ඩලය ඒ සම්බන්ධයෙන් කිසිදු විමසීමක් නොකර පහත 4.6 දැක්වෙන පරිදි 2015 මැයි 12 දින භාර අරමුදල නැවත ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ ගිවිසුම් දෙකකට එළඹ තිබුණි.

4.6 2015 මැයි 12 දින ශ්‍රී ලංකා තොරතුරු තාක්ෂණ සමාගම සමඟ එළඹී නව ගිවිසුම්

2015 මැයි 12 දින භාර අරමුදලේ නැවත ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම සමඟ ගිවිසුම් දෙකකට එළඹ තිබුණි.

4.6.1 පළමු ගිවිසුම

එනම් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල විසින් මාලබේ SLIIT ආයතනයෙහි ගොඩනැගිලි ඉදිකිරීම සඳහා දරන ලද රු.373,579,392 ක ආයෝජන වටිනාකමට සරිලන මුදලක් සහ මහපොළ භාර අරමුදල විසින් SLIIT ආයතනයෙහි සිසුන්ට මහපොළ ශිෂ්‍යත්ව ලබාදීම සඳහා දරනලද වියදම සහ වෙනත් අනුශාංගික වියදම් ඇතුළුව එකතුව රු.408,500,000 ක් අරමුදල වෙත ප්‍රතිපූර්ණය කර ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම, භාර අරමුදලින් වෙන්වූ ස්වාධීන ආයතනයක් ලෙස ස්ථාපිත කිරීම සඳහා ගිවිසුම (ඇමුණුම 21).

4.6.2 දෙවන ගිවිසුම

මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල හා ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගම අතර 2015 මැයි 12 දින ඇති කරගත් කල්බදු ගිවිසුම වේ. (ඇමුණුම 22).

4.7 2017 මැයි 04 දිනැති අමාත්‍ය මණ්ඩල තීරණය

“ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය (SLIT)” යන මැයෙන් අතිගරු ජනාධිපතිතුමා විසින් 2017 මැයි 04 දින ඉදිරිපත්කරන ලද අමාත්‍ය මණ්ඩල සටහන අනුව පහත සඳහන් කරුණු සඳහා අනුමැතිය ලබාදීමට 2017 මැයි 04 දින අමාත්‍ය මණ්ඩලය තීරණයකර තිබුණි (ඇමුණුම 23).

- (i) ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය, රජයට අයත් නොවන ස්වාධීන ස්වයං තීරණ ගැනීමේ හැකියාව ඇති ආයතනයක් ලෙස පිළි ගැනීම ; සහ
- (ii) එම ආයතනය කිසිදු අමාත්‍යාංශයක විෂය පථයකට නොගැනෙන පරිදි, අමාත්‍යවරුන්ගේ විෂයයන් හි කාර්යයන් පැවරීමට අදාළ ගැසට් නිවේදනයෙන් එකී ආයතන නාමය ඉවත් කිරීම.

4.8 සංවර්ධන ලෝකරැය මණ්ඩලය හා භාර අරමුදල අතර ඇති සම්බන්ධතාවය

4.8.1 සංවර්ධන ලෝකරැය මණ්ඩල භාරය නමින් 1993 මැයි 25 දින භාරයක් පිහිටුවා තිබූ අතර අනතුරුව මෙම භාරය 1997 අංක 20 දරන සංවර්ධන ලෝකරැය මණ්ඩල පනතින් සංවර්ධන ලෝකරැය මණ්ඩලයට පවරා තිබුණි. (ඇමුණුම 24). භාර අරමුදල විසින් සංවර්ධන ලෝකරැය භාරයේ ආයෝජනයකර තිබුණු රු.2,200,000 මුදල සංවර්ධන ලෝකරැය මණ්ඩලයේ භාර අරමුදලේ ආයෝජනය ලෙස සැලකේ. එසේම පනතේ 11(1) (ආ) අනුව පවත්වන ලද ලෝකරැයවලින් ලැබෙන මුදල් ජනාධිපති අරමුදල හරහා මහපොල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට ප්‍රේෂණය කළ යුතු වේ. මෙම පනත අනුව මහපොල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ සභාපතිවරයා හෝ ඔහුගේ නියෝජිතයකු සංවර්ධන ලෝකරැය මණ්ඩලයේ සාමාජිකයකු වේ.

4.8.2 අධ්‍යන පොදුසහතිකපත්‍ර (උසස් පෙළ) හදාරන සිසුන් සඳහා ජනාධිපති අරමුදලෙන් පිරි නමන ශිෂ්‍යත්ව

අධ්‍යන පොදුසහතිකපත්‍ර (උසස් පෙළ) හදාරන සිසුන් සඳහා ජනාධිපති අරමුදලෙන් පිරි නමන ශිෂ්‍යත්ව සඳහා අවශ්‍ය මුදලෙන් සියයට 50 ක් මහපොල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට දෙන මුදලින් ලබාගැනීමට ජනාධිපති අරමුදලේ පාලක මණ්ඩල රැස්වීමේදී තීරණය කරනලද බව ජනාධිපති ලේකම්වරයා විසින් අංක පිල්/ශිෂ්‍යත්ව/2007/188 හා 2007 මාර්තු 06 දිනැති ලිපියෙන් වෙළඳ, අලෙවි සංවර්ධන, සමුපකාර හා පාරිභෝගික සේවා අමාත්‍යාංශ ලේකම්වරයා වෙත දන්වා තිබුණි (ඇමුණුම 25). භාරකාර මණ්ඩලය 2008 ඔක්තෝබර් 10 දින පවත්වා තිබූ රැස්වීමේදී සංවර්ධන ලෝකරැය මණ්ඩලයෙන් ලැබියයුතු සියයට 50 ක මුදල ප්‍රමාදයකින් සහ කිසිදු අඩුකිරීමකින් තොරව භාර අරමුදලට ප්‍රේෂණය කරන ලෙසටත්, ලෝකරැයවල ඉල්ලුම්

නොකරන ලද ක්‍රියා මුදලෙන් ලැබිය යුතු සමාන කොටසක් එවන ලෙසටත් ජනාධිපති ලේකම්වරයා වෙත දැන්වීමට තීරණය කර තිබුණි. කෙසේ වුවද ජනාධිපති අරමුදල විසින් 2007 වසරේ සිට 2017 වර්ෂය දක්වා කාලය තුළ භාර අරමුදලට ලැබිය යුතු මුදලින් රු.435,418,232 ක් ඉහත සඳහන් ශිෂ්‍යත්ව ප්‍රදානය කිරීම සඳහා අඩුකරගෙන තිබුණි (ඇමුණුම 26).

4.9 නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ් පිහිටුවීම

4.9.1 ප්‍රාග්ධනය ලෙස මහපොළ භාර අරමුදලින් රු.මිලියන 200 ක මූලික ආයෝජනයකින් සහ රු.මිලියන 10 ක ණය මුදලකින් (වෙළඳපළ පවතින පොලියට) නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ් නමින් සමාගමක් පිහිටුවීමටත් එහි ලාභාංශ වලට අමතරව මූලික ආයෝජනය සඳහා වෙළඳපළ පවතින පොලිය ගෙවීමටත් යටත්ව භාරකාර මණ්ඩලය 2003 පෙබරවාරි 05 දින අනුමැතිය ලබාදී තිබුණු අතර ඒ අනුව 2003 වර්ෂයේදී සමාගම පිහිටුවා තිබුණි (ඇමුණුම 13).

4.9.2 භාර අරමුදල මෙම සමාගම සමග 2003 නොවැම්බර් 18 දින එළඹ තිබුණු ගිවිසුමට අනුව මහපොළ භාර අරමුදල සතු රු.3,160,700,000 ක් වූ අරමුදල් කළඹ කළමනාකරණය කිරීමද මෙම සමාගමට පවරා තිබුණි (ඇමුණුම 27).

4.9.3 මහපොළ භාර අරමුදල හා සමාගම අතර ඇතිකරගත් ඉහත 4.8.2 හි සඳහන් අරමුදල් කළමනාකරණ ගිවිසුමේ 2.1 වගන්තිය අනුව, (ඇමුණුම 7) මහපොළ භාර අරමුදල විසින් පත් කරන ලද ආයෝජන කමිටුව විසින් සියලු ආයෝජන තීරණ ගත යුතුය. භාරකාර මණ්ඩලය විසින් ආයෝජන කමිටුවක් 2017 ඔක්තෝබර් 10 දින පත්කර තිබුණද 2018 මැයි 03 දින දක්වාම කමිටුව රැස්වී නොතිබුණි (ඇමුණුම 28).

4.9.4 භාර අරමුදල 2016 ජනවාරි 01 දිනට ආයෝජන කළඹෙහි ආයෝජනය කරන ලද මුළු මුදල රු.7,886,381,842 ක්ද මහපොළ භාර අරමුදල විසින් නැෂනල් වෙල්ත් කෝපරේෂන් සමාගමේ ආයෝජිත ප්‍රාග්ධනය රු.985,500,070 ක්ද වූ අතර එකතුව රු.8,871,881,912 ක් විය. 2016 වර්ෂයේදී මෙම ආයෝජනයෙන් ඉපයූ ආදායම රු.228,965,666 කි. ඒ අනුව ආයෝජනය මත ප්‍රතිලාභ අනුපාතය සියයට 2.58 ක් විය. එම වර්ෂයේ පැවති ස්ථාවර තැන්පතු සඳහා මහ බැංකු පොළී අනුපාතයේ සාමාන්‍ය සියයට 8.93 ක් විය. ඒ අනුව මෙම සමාගමේ මුදල් ආයෝජනය කිරීම නිසා ස්ථාවර තැන්පතුවල ආයෝජනය කිරීමෙන් උපයාගත හැකිව තිබූ රු.563,441,253 ක ආදායමක් 2016 වර්ෂයේ දී භාර අරමුදල අහිමි කරගෙන තිබුණි (ඇමුණුම 29).

4.9.5 සමාගම විසින් 2012 සිට 2017 දක්වා සුරැකුම්පත් ගනුදෙනු තුළින් උපයන ලද ප්‍රාග්ධන ශුද්ධ ලාභ/(අලාභ) පහත දැක්වේ.

වර්ෂය	සුරැකුම්පත් ගනුදෙනු තුළින් උපයන ලද ප්‍රාග්ධන ශුද්ධ ලාභ/(අලාභ)
	රු.මිලියන
2012	8.279
2013	5.819
2014	14.774
2015	(18.520)
2016	(102.941)
2017	0.257

4.10 නැට්වෙල්ස් සෙකෙයුරිටිස් ලිමිටඩ් හා අරමුදල අතර සම්බන්ධතාවය

4.10.1 මහජනල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල විසින් මෙම සමාගමේ සාමාන්‍ය කොටස්වල සෘජුව මුදල් ආයෝජනය කර නොතිබුණි. නමුත් භාර අරමුදලෙහි පරිපාලිත සමාගම වූ නැෂනල් වෙල්ස් කෝපරේෂන් ලිමිටඩ් සමාගම විසින් රු.මිලියන 1,175 ක මුදලක් පූර්ණ අයිතිය සහිත පරිපාලිතයක් වශයෙන් ස්ථාපිත ඉහත සමාගමේ ආයෝජනය කර තිබුණි. ඒ අනුව නැට්වෙල්ස් සෙකෙයුරිටිස් ලිමිටඩ් සමාගම භාර අරමුදලෙහි උප පරිපාලිත සමාගමකි. 2003 දී නැට්වෙල්ස් සෙකෙයුරිටිස් සමාගම ප්‍රාථමික ගැණුම්කරුවකු ලෙස ශ්‍රී ලංකා මහ බැංකුවේ ලියාපදිංචි වී ඇත.

4.10.2 ආයෝජන කළමනාකරණ ගිවිසුමේ 2.1 වගන්ති වලට පටහැනිව උක්ත සමාගමේ ප්‍රධාන විධායක අධ්‍යක්ෂ හා ප්‍රධාන ගනුදෙනුකරු, ට්‍රිලියන් සිකියුරිටිස් පුද්ගලික සමාගම හා වර්චුවල් ඉන්වෙස්ට්මන්ට් ඇන්ඩ් ට්‍රේඩින් ලංකා පුද්ගලික සමාගම නම් වූ පුද්ගලික සමාගම් 02 ක් සමඟ 2013 හා 2014 වර්ෂවල ප්‍රති මිලදී ගැනුම් ගනුදෙනු සිදුකිරීම සම්බන්ධයෙන් ආයෝජන තීරණ ගැනීමට සම්බන්ධ වී තිබුණි. පසුව මේ සම්බන්ධයෙන් සමාගම විසින් වෝභාරික විගණනයක් සිදුකර තිබුණි.

4.10.3 දේශීය භාණ්ඩාගාර බිල්පත් (ප්‍රාථමික ගනුදෙනුකරු) රීති අංක 11(2), 2009 ජුනි 24 දිනැති රීති අංක 01/2009 හා ලියාපදිංචි කොටස් හා සුරැකුම්පත් (ප්‍රාථමික ගනුදෙනුකරු) රීති අංක 11(2), 2009 ජුනි 24 දිනැති අංක 01/2009 අනුව හිමිවන බලය යටතේ ඉහත සේවා යෝජකයන් දෙදෙනා සමඟ වූ ප්‍රධාන ප්‍රති මිලදී ගැණුම් ගිවිසුමට අනුව, ප්‍රතිමිලදී ගැණුම් ගනුදෙනු තුළින් ඇතිවන සියලු ගාස්තු උක්ත සේවා යෝජකයන් දෙදෙනාට නියමිත පරිදි ගෙවීමට උපදෙස් දෙමින් ශ්‍රී ලංකා මහ බැංකුව විසින් 2015 අගෝස්තු 07 දින සමාගමට නියෝගයක් නිකුත් කර

තිබුණි.(ඇමුණුම 30) ශ්‍රී ලංකා මහ බැංකුව විසින් මෙම නියෝගය අවලංගු කර නොතිබුණු හෙයින් සමාගම ඒ අනුව කටයුතු කිරීමට වගකීමට බැඳේ.

4.10.4 ශ්‍රී ලංකා මහ බැංකුව විසින් කරන ලද මෙම නියෝගයට එරෙහිව සමාගම විසින් 2015 අගෝස්තු 18 දින අභියාචනාධිකරණයේ අභියාචනයක් ගොනුකර තිබුණු අතර 2015 සැප්තැම්බර් 04 දක්වා එම නියෝගය ක්‍රියාත්මක නොකරන ලෙස ප්‍රකාශ කරමින් අභියාචනාධිකරණය විසින් අතුරු නියෝගයක් නිකුත්කර තිබුණි. එසේ වුවද වගඋත්තර පාර්ශවකරුවන් සියලු දෙනා විසින් කරන ලද ඉල්ලීම සලකා බලා 2016 මාර්තු 29 දින උක්ත අතුරු නියෝගය අභියාචනාධිකරණය විසින් ඉල්ලා අස් කරගෙන තිබුණි. පසුව අභියාචනාධිකරණය විසින් ලබාදුන් තීන්දුව අභියෝගයට ලක් කරමින් 2016 අප්‍රේල් 18 දින මෙම සමාගම විසින් ශ්‍රේෂ්ඨාධිකරණයේ වෙනත් අභියාචනයක් කර තිබූ නමුත් ශ්‍රේෂ්ඨාධිකරණය විසින් සමාගමට පක්ෂපාතිව කිසිදු තීරණයක් ලබාදී නොතිබුණි. එහෙත් 2016 දෙසැම්බර් 27 දින වෝහාරික විගණන වාර්තාව සමාගම විසින් ශ්‍රී ලංකා මහ බැංකුව වෙත ලබාදී තිබුණි. එසේ වුවද 2018 වර්ෂය වන විටත් ශ්‍රී ලංකා මහ බැංකුව මේ සම්බන්ධයෙන් කිසිදු නියෝගයක් සමාගමට ලබාදී නොතිබුණි.

4.10.5 2014 වර්ෂයේදී පෞද්ගලික සමාගම් 02 කට (වයිට් ග්‍රෝව් හෝල්ඩින්ග්ස් හා ඇස්ට්‍රල් කැපිටල් හෝල්ඩින්ග්ස්) ගෙවන ලද රු. රු.19,723,541 ක් වූ අවිධිමත් තැරැව් ගාස්තු සම්බන්ධයෙන් නැට්වෙල්න් සෙකෙයුරිටීස් සමාගම විසින් 2016 වර්ෂයේදී අපරාධ පරීක්ෂණ දෙපාර්තමේන්තුවට පැමිණිල්ලක් ඉදිරිපත්කර තිබුණි.

4.10.6 නැට්වෙල්න් සෙකෙයුරිටීස් සමාගම සුරකුම්පත් ගනුදෙනු තුළින් ප්‍රමාණවත් ප්‍රාග්ධන ලාභ උපයා නොතිබුණු අතර සැලකිය යුතු අලාභයන් ලබා තිබුණි. විස්තර පහත දැක්වේ.

වර්ෂය	සුරකුම්පත් ගනුදෙනු තුළින් උපයන ලද ප්‍රාග්ධන ශු.ලාභ/(අලාභ)
-----	රු. මිලියන
2011	86.494
2012	(321.517)
2013	58.692
2014	355.353
2015	(77.827)
2016	(612.217)
2017	(73.231)

4.11 මහපොළ මංගන ලොකරැයිය

4.11.1 1981 අංක 66 දරන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල් පනතේ 6(2)(ඇ) වගන්තිය ප්‍රකාරව අරමුදලේ අරමුණු ඉටුකිරීමට අවශ්‍ය අරමුදල් රැස්කර ගැනීමේ අරමුණින්, 2013 ජූලි 11 දිනැති 13/0773/540/008 දරන අමාත්‍ය මණ්ඩල අනුමැතිය මත “මංගන ලොකරැයිය” 2013 ජූලි 30 දින නැවත ක්‍රියාත්මක කර තිබුණි (ඇමුණුම 31).

4.11.2 පළමු හා දෙවන අදියර යටතේ රු.බිලියන 6ක් ආයෝජනය කරමින් ලොකරැයිය ක්‍රියාත්මක කිරීම සඳහා ආයෝජනකරුවෙකු තෝරා ගැනීම සඳහා සමුපකාර හා අභ්‍යන්තර වෙළෙඳ අමාත්‍යවරයාගේ යෝජනාවක් අනුව පස් දෙනෙකුගෙන් සමන්විත “මහපොළ ලොකරැයිය කමිටුව” නමින් විශේෂ කමිටුවක් 2012 අගෝස්තු 07 දින පත්කර තිබුණි (ඇමුණුම 32).

5. නිරීක්ෂණයන්

5.1 තොරතුරු තාක්ෂණ ආයතනයෙහි අයිතිය හා පාලනය

5.1.1 ඉහත 4.2.1.1 සහ 4.2.1.3 හි දැක්වෙන පරිදි තොරතුරු තාක්ෂණය ආයතනය මොරටුව විශ්වවිද්‍යාලයේ අධිකාරිය යටතේ අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයේ, අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යාංශයේ, මොරටුව විශ්වවිද්‍යාලයේ, විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ සහ මහපොළ භාර අරමුදලේ නියෝජිතයින්ගෙන් සැදුම්ලත් ස්වාධීන පාලන මණ්ඩලයක් විසින් ක්‍රියාත්මක කිරීමටත් ආයතනයේ කළමනාකරණ ව්‍යුහය ශ්‍රී ජයවර්ධනපුර විශ්වවිද්‍යාලය යටතේ පවතින කළමනාකරණ පශ්චාත් උපාධි ආයතනයට සමානවිය යුතු බවත් 1998 ජූලි 01 දිනැති අමාත්‍ය මණ්ඩල තීරණයෙන් අනුමැතිය ලබා දී තිබුණද භාරකාර මණ්ඩලය ඒ අනුව කටයුතුකර නොතිබුණි. මොරටුව විශ්වවිද්‍යාලය මෙම ආයතනය භාර ගැනීම සඳහා කටයුතු කළයුතු වුවද ඒ සඳහා අමාත්‍ය මණ්ඩල සංදේශයක් ඉදිරිපත්කිරීමටද කටයුතු කර නොතිබුණි. මොරටුව විශ්ව විද්‍යාලයේ උප කුලපතිවරයා SLIIT ආයතනයේ අධ්‍යක්ෂ මණ්ඩල සාමාජිකයෙක්ව සිටීම ඊට එක් හේතුවක් වී තිබුණුබව නිරීක්ෂණය විය.

5.1.2 ඉහත 4.2.1.4 (iii) හි දැක්වෙන පරිදි පාර්ලිමේන්තු පනතක් මගින් ආයතනය පිහිටුවනතෙක් අතුරු වැඩපිළිවෙලක් වශයෙන් යෝජිත ව්‍යාපෘතිය කරගෙන යාම සඳහා සමාගම් පනත යටතේ ඇපයෙන් සීමිත සමාගමක් පිහිටුවීමටත් අතුරු කාලපරිච්ඡේදයෙන් පසුව මොරටුව විශ්වවිද්‍යාලය මෙම ආයතනය භාරගැනීමට කටයුතු කළයුතු අතර අනතුරුව එය මොරටුව විශ්වවිද්‍යාලය තාක්ෂණ ආයතනය ලෙස හැඳින්වීමටත් අනාගතයේදී වත්කම් සහ වගකීම් මොරටුව විශ්වවිද්‍යාලයට පැවරීමට හැකිවන ලෙසට ප්‍රතිපාදන, සමාගම් ව්‍යවස්ථාවලියට ඇතුළත්

කිරීමටත් 1999 ජනවාරි 28 දින අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යවරයාගේ රැස්වීමකදී තීරණයකර තිබුණද භාරකාර මණ්ඩලය ඒ අනුව කටයුතුකර නොතිබුණි.

5.1.3 ඇපයෙන් සීමිත සමාගමෙහි අධ්‍යක්ෂ මණ්ඩලය 4.2.1.2 (v) ඡේදයෙහි සඳහන් පුද්ගලයින්ගෙන් සමන්විත විය යුතු වුවත් සමාගම සංස්ථාපනය කිරීමේදී පාලක මණ්ඩලයට විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ සහ අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යාංශයේ නියෝජිතයින් ඇතුළත්වී නොතිබුණි.

5.1.4 ඉහත 4.2.3.5 හි දැක්වෙන පරිදි සමාගමෙහි අධ්‍යක්ෂ මණ්ඩලය සංශෝධනය කිරීම සඳහා භාරමණ්ඩලය 2001 මැයි 10 දින තීරණය කර තිබුණද එම තීරණය ක්‍රියාත්මක කර නොතිබුණි. ඒ අනුව සමාගමෙහි අධ්‍යක්ෂ මණ්ඩලයට අධ්‍යාපන අමාත්‍යාංශයේ, උසස් අධ්‍යාපන අමාත්‍යාංශයේ, මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ, විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාවේ, විශ්වවිද්‍යාලවල සහ මහාභාණ්ඩාගාරයේ නියෝජිතයින් ඇතුළත් කිරීමට නොහැකි වී තිබුණි.

5.1.5 ඉහත 4.3.2.4 හි දැක්වෙන පරිදි 2005 පෙබරවාරි 03 දින පවත්වා තිබුණු රැස්වීමේදී SLIIT හි අධ්‍යක්ෂ මණ්ඩලයෙන් 1/3 ක් මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලින් පත් කිරීමට, තීරණය කර තිබුණද ප්‍රාරම්භක විසින් පත්කර තිබුණු අරමුදලේ සාමාජිකයකු පමණක් භාර අරමුදල නියෝජනය කිරීම සඳහා SLIIT හි අධ්‍යක්ෂ මණ්ඩල සාමාජිකයකු වශයෙන් 2005 පෙබරවාරි මස පත්කර තිබුණි (ඇමුණුම 33).

5.2 තොරතුරු තාක්ෂණික ආයතනයෙහි කටයුතු පවත්වාගෙන යාම

5.2.1 ඉහත 4.2.3.7 ඡේදයෙහි දැක්වෙන පරිදි මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ පූර්ව අවසරයකින් තොරව SLIIT ආයතනයෙහි පාඨමාලා ගාස්තු වැඩි නොකළ යුතු බවට තීරණය කර තිබුණද ගාස්තු වැඩිකිරීම සඳහා කිසිදු අවස්ථාවක ශිෂ්‍යත්ව භාර අරමුදලේ පූර්ව අවසරය ලබාගත් බවට සාක්ෂි නොවීය.

5.2.2 ඉහත 4.3.1 ඡේදයෙහි දැක්වෙන පරිදි ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය යටතේ මහපොළ කැම්පස් පිහිටුවා එය කළමනාකරණය කිරීමේ කාර්යය සිදුකිරීම වෙනුවට භාර අරමුදලට අයත් භූමිය භාවිතා කරමින් තම ව්‍යාපාර කටයුතු කර ගැනීමට හැකි පසුබිම තීරණය කර ගැනීමට භාර අරමුදල විසින් SLIIT ආයතනයට අවස්ථාව ලබා දී ඇති බව නිරීක්ෂණය විය.

5.3 තොරතුරු තාක්ෂණ ආයතනය සමග එළඹී ගිවිසුම්

5.3.1 භාර අරමුදල හා ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම එළඹී ගිවිසුම්වල භාර අරමුදලට අවාසිදායක වගන්ති ඇතුළත් කරමින් සහ වරින් වර සංශෝධනය කරමින් මහපොළ කැම්පස්හි සම්පූර්ණ පාලනය SLIIT ආයතනය වෙත ලබාදීමට භාරකාර මණ්ඩලය කටයුතුකර තිබුණි. තවද උක්ත සංශෝධනයන් සඳහා අමාත්‍ය මණ්ඩල අනුමැතිය ලබා ගැනීම සඳහා කටයුතු කර නොතිබුණි.

5.3.2 තවද භාරකාර මණ්ඩලය විසින් 2005 ජූලි 18 දින ගන්නා ලද තීරණය අනුව නව ගිවිසුමේ කළ යුතු බවට තීරණයකර තිබුණු පහත සඳහන් සංශෝධනයන් සිදුනොකර ඉහත සඳහන් භාරකරුවන් මෙම ගිවිසුමට එළඹ තිබුණි.

5.3.2.1 අරමුදලට ගෙවිය යුතු බදු කුලියට අමතරව SLIIT ආයතනය කිසිදු ගාස්තුවකින් තොරව සිසුන් 25 කට ශිෂ්‍යත්ව පිරි නැමීමට කටයුතු කළයුතු බව. (කෙසේවුවද ගිවිසුමේ 5(ඒ) (iii) යටතේ පාඨමාලා ගාස්තු පමණක් ආවරණයවන බව සඳහන්ය.)

5.3.2.2 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගමේ (SLIIT) සාංගමික සංස්ථා පත්‍රය භාර අරමුදලේ එකඟතාවය නොමැතිව සංශෝධනය කළ නොහැකි බව.

(කෙසේවුවද ගිවිසුමේ 4 (එන්) ‘මාලබේ කැම්පස්’ සම්බන්ධයෙන් SLIIT ආයතනය සාංගමික සංස්ථා පත්‍රයේ කරනු ලබන ඕනෑම සංශෝධනයක් සඳහා භාර අරමුදල නියෝජනය කරන සියලුම අධ්‍යක්ෂ මණ්ඩල සාමාජිකයින් ගේ එකඟතාවයෙන් සිදුකළ යුතුය. එසේ එකඟ නොවන අවස්ථාවකදී භාර අරමුදලේ එකඟතාවය ලබාගත යුතු බව සඳහන්කර ඇත).

5.3.2.3 SLIIT හි මුල් අනුසන්කරුවන් අධ්‍යක්ෂ මණ්ඩලය අඛණ්ඩව නියෝජනයකළ යුතු අතර අවම වශයෙන් ප්‍රධාන මණ්ඩලයට භාර අරමුදලෙන් අධ්‍යක්ෂවරුන් 5 දෙනෙකු නියෝජනය කළ යුතුය.

5.3.3 2003 මාර්තු 19 වන දින අත්සන් තබන ලද මුල් ගිවිසුමට ඇතුළත්ව තිබුණු අරමුදලට වාසි දායක වූ පහත සඳහන් කොන්දේසි 2005 නොවැම්බර් 14 දිනැති නව ගිවිසුමෙන් ඉවත් කර තිබුණු බව නිරීක්ෂණය විය.

5.3.3.1 අර්ථ දැක්වීමේදී 1(සී) යටතේ නිලධාරීන් යන්නට භාරකරුවන් වශයෙන් ඇතුළත්කර තිබීම.

5.3.3.2 අර්ථ දැක්වීමේදී 1(ඩී) යටතේ මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට සම්පූර්ණ අයිතිය පවතින මහපොළ කැම්පස් හෝ කැම්පස් යන්නට මහපොළ උසස්

අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල විසින් මාලබේ මහපොළ කැමිපස් ලෙස නම්කරන ලද යනුවෙන් සංශෝධනය කර ඇත

- 5.3.3.3 4(ඉ) වගන්තිය - SLIIT ආයතනයේ වෙනත් ශාඛාවන් හෝ භාර අරමුදලෙහි අරමුණුවලට අනුකූල නොවන වෙනත් කිසිදු වාණිජ අරමුණක් වෙනුවෙන් මහපොළ විශ්ව විද්‍යාලයේ සියලුම වත්කම් හා ආදායම් සෘජුව හෝ වක්‍රව යොදා නොගත යුතු බව
- 5.3.3.4 4(උ) වගන්තිය - විශ්වවිද්‍යාලයේ අභිවෘද්ධිය උදෙසා කරනු ලබන සියලු කටයුතු භාර අරමුදලේ එකඟතාවය මත සිදුකළ යුතු බව
- 5.3.3.5 4(ඵ) වගන්තිය - අධ්‍යාපන පාඨමාලා පැවැත්වීමෙන් ලබන ආදායම් එකතුකිරීම හා විශ්වවිද්‍යාලයේ ශුභ සිද්ධිය උදෙසා අවශ්‍ය වියදම් දැරීම SLIIT ආයතනයේ වගකීමක් බව
- 5.3.3.6 4(ඹ) වගන්තිය - විශ්වවිද්‍යාලය සම්බන්ධයෙන් වූ සංවර්ධන ක්‍රියාමාර්ග පිළිබඳ නිර්දේශ කිරීමේ අයිතිය භාර මණ්ඩලයට නියම වන බව
- 5.3.3.7 4(ඹ) වගන්තිය - එකඟ වූ කළමනාකරණ ගාස්තුව අඩුකිරීමෙන් පසු විශ්ව විද්‍යාලයේ ක්‍රියාකාරකම් තුළින් ජනිත වන ආදායම්හි අතිරික්තය ඊළඟ වර්ෂයේ ජුනි 30 දිනට පෙර භාර අරමුදලට බැර කළ යුතු බව හා භාර අරමුදලෙහි භාර මණ්ඩලයේ පූර්ව අනුමැතියකින් තොරව අනිකුත් ආයෝජනයන් නොකළ යුතු බව. එසේ වුවද විශ්වවිද්‍යාලයේ අනාගත සංවර්ධනය සඳහා සංචිත ගිණුමක් පවත්වාගෙන යාමට SLIIT හි අධ්‍යක්ෂ මණ්ඩලය විසින් භාර අරමුදලෙහි භාර මණ්ඩලයේ අනුමැතිය ඉල්ලා සිටිය හැකි අතර එවැනි සංවර්ධන කටයුතු සඳහා අවශ්‍ය මුදල් භාර අරමුදල විසින් මෙම සංචිත ගිණුමෙන් ලබා දිය හැකි බව. ඒ අනුව මෙම වගන්තිය නව ගිවිසුමෙන් ඉවත් කිරීම හේතුවෙන් 2017 වර්ෂය දක්වා භාර අරමුදලට ලැබීමට නියමිතව තිබුණු රු.1,645,494,236 ක මුදලක් අහිමිවී තිබුණි (ඇමුණුම 34).
- 5.3.3.8 4(ක) වගන්තිය - විශ්වවිද්‍යාලය පිහිටුවීමේ අරමුණ සඳහා භාර අරමුදල විසින් ජාතික සංවර්ධන බැංකුවෙන් (NDB) සැලකිය යුතු ණය මුදලක් ලබාගෙන ඇති බවට SLIIT ආයතනය අවබෝධ කරගත යුතු බවත් ආයතනය මූල්‍ය ශක්‍යතාවයෙන් හෙබි විට වාරික ගෙවීම සඳහා වූ සෑම ප්‍රයත්නයකටම SLIIT ආයතනය සහතික වන බව
- 5.3.3.9 4(ව) වගන්තිය- විශ්වවිද්‍යාලයේ කළමනාකරණය හා ගිණුම් පරීක්ෂාව හා අගය කිරීම සඳහා දක්ෂ කළමනාකරුවන් හා විගණකයන්ගෙන් සමන්විත ස්වාධීන පුද්ගල කණ්ඩායමක් පත්කිරීමේ අයිතිය හා අලුතෙන් හඳුන්වාදිය හැකි නව පාඨමාලා

පිළිබඳ ඇගයීම සඳහා සුදුසුකම් ලත් උගතුන් හා දක්ෂ පුද්ගලයන්ගෙන් සමන්විත කණ්ඩායමක් පත් කිරීමේ අයිතිය භාර මණ්ඩලය සතු වන බව

5.3.3.10 4(ඩ) වගන්තිය - භාර මණ්ඩල තීරණයට අනුව මාලමේ විශ්වවිද්‍යාලය මහපොළ කැම්පස් ලෙස නම් කිරීම, නව ශ්‍රවණාගාරය ලලිත් ඇතුලත් මුදලි ශ්‍රවණාගාරය ලෙස නම් කිරීම හා මෙම නාම පුවරු පැහැදිලිව පරිශ්‍රය තුළ ප්‍රදර්ශනය කිරීම කළ යුතු බව

5.3.3.11 4(ප) වගන්තිය - කාලය ඉකුත්වීම හේතුවෙන් හෝ වෙනත් ආකාරයකින් මෙම ගිවිසුම අවසන් වන අවස්ථාවේදී, භාර අරමුදල විසින් මූල්‍යායනය කරන ලද වත්කම් භාර අරමුදලෙහි දේපල ලෙස පැවතිය යුතු බව

මෙම කොන්දේසි ගිවිසුමෙන් ඉවත් කිරීම හේතුවෙන් SLIIT ආයතනයෙහි අධ්‍යක්ෂ මණ්ඩලය විසින් ඔවුන්ගේ අභිමතය අනුව කටයුතුකර ඇති බව නිරීක්ෂණය විය.

5.3.4 භාර අරමුදල හා SLIIT ආයතනය අතර 2005 නොවැම්බර් 14 වන දින එළඹී දෙවන ගිවිසුමට අනුව SLIIT ආයතනයෙහි අරමුණු ඉටුකර ගැනීම සඳහා එහි අධ්‍යක්ෂ මණ්ඩලයේ මතය අනුව තීරණය කරනු ලබන ආකාරයට මෙම විශ්වවිද්‍යාලයේ මෙහෙයුම් කටයුතු සිදු කිරීමටද, ඒ අනුව චක්‍රලේඛ පිළියෙල කිරීමද, විභාග පැවැත්වීම සඳහා සුදානම් කිරීමද, සිසුන් බඳවා ගැනීමද, අධ්‍යයන කාර්යය මණ්ඩලය සේවයේ යෙදවීමද, කළමනාකරණය හා යටිතල පහසුකම් නඩත්තුව කටයුතු සිදුකිරීම ද ප්‍රධාන ඉදිකිරීම්වලදී පමණක් භාර අරමුදලෙහි අනුමැතියට යටත්ව කටයුතු කිරීමටද එකඟ වී තිබුණද ගිවිසුම් ප්‍රකාරව කටයුතුකර නොතිබුණි.

5.3.5 ගිවිසුම ප්‍රකාරව SLIIT මාලමේ කැම්පස්හි වාර්ෂික ශුද්ධ ලාභයෙන් සියයට 20 ක් හෝ රු.මි.8 යන අගයන් දෙකෙන් වැඩි අගය සහ මහපොළ භාර අරමුදල තොරතුරු තාක්ෂණ නමින් ශිෂ්‍යත්ව 25 ක් පිරිනැමීමට කටයුතු කළ යුතු වුවද එපරිදි කටයුතුකර නොතිබුණි. මේ සම්බන්ධයෙන් භාරකාර මණ්ඩලය දැඩිව සාකච්ඡාකර තිබුණු අතර ගිවිසුමේ කොන්දේසි අනුව කටයුතු කරන ලෙසට SLIIT ආයතනයට දැන්වීමටත්, භාර අරමුදලේ නියෝජිතයාට මෙම කරුණ සම්බන්ධයෙන් පෞද්ගලිකව සොයාබලන ලෙසත් භාරකාර මණ්ඩලය දන්වා තිබුණි. කෙසේවුවද මේ සම්බන්ධයෙන් සොයාබලා වාර්තා කල බවට සාක්ෂි නොවූ අතර ඊට පසු රැස්වීම්වල මේ සම්බන්ධයෙන් සාකච්ඡාකර ද නොමැත.

5.3.6 භාරකාර මණ්ඩලය 2011 දෙසැම්බර් 08 දින පවත්වා තිබුණු රැස්වීමේදී SLIIT ආයතනය පෙර වර්ෂයට සාපේක්ෂව 2010/2011 වර්ෂයේ ගෙවන බදු මුදල අඩුවී ඇති බවත්, ගිවිසුම අනුව බදු මුදල් නොගෙවනබව සහ ගෙවීම් ප්‍රමාද කර ඇති බැවින් සහ විසංගතයක් සිදුව ඇති බව විගණකාධිපති වාර්තාවෙන් පෙන්වාදී ඇති බවත් එබැවින් නැවත ගිවිසුමේ වගන්ති සම්බන්ධයෙන් නීතිඥවරයකුගේ සහායෙන් හෝ නීතිපති දෙපාර්තමේන්තුවේ සහායෙන් හෝ

ගිවිසුමේ සුදුසු සංශෝධනයන් කිරීමට නිරීක්ෂණ ඉදිරිපත් කරන ලෙසට අග්‍රවිනිශ්චයකාරවරයා විසින් අධ්‍යක්ෂවරයාට නියෝගකර තිබුණද ඒ අනුව කටයුතුකර නොතිබුණි.

5.3.7 තවද 2003 මාර්තු 19 වන දින ඇති කර ගත් මුල් ගිවිසුමෙහි හා 2005 නොවැම්බර් 14 දින ඇති කර ගත් ගිවිසුමෙහි ඇතුළත්ව තිබුණු භාර අරමුදලට වාසිසහගත වූ කොන්දේසි තවදුරටත් ඉවත් කර පහත සඳහන් නව කොන්දේසි 2015 මැයි 12 දිනැති ගිවිසුමට ඇතුළත්කර තිබුණි.

5.3.7.1 භාර අරමුදල විසින් SLIIT ආයතනයෙහි ගොඩනැගිලි ඉදිකිරීම සඳහා ලබාදුන් රු.373,579,392 ක මුදල හා මහපොළ භාර අරමුදලින් SLIIT ආයතනයේ ශිෂ්‍යයන්ට ලබාදුන් ශිෂ්‍යත්ව වටිනාකම සහ අනෙකුත් අනුෂාංගික පිරිවැය ආවරණය කිරීම සඳහා භාර අරමුදලට රු.408,500,000 ක මුදලක් ලබා දෙන බව

5.3.7.2 මහපොළ අරමුදලට SLIIT ආයතනයෙහි කිසිදු කොටස් අයිතියක් නොමැති බවත්, ආයතනයේ අධ්‍යයන කටයුතුවලට මැදිහත්විය නොහැකි බවත් SLIIT ආයතනය මහපොළ අරමුදලින් වෙන්වූ ස්වාධීන ආයතනයක් ලෙස ක්‍රියාකරන බව.

5.3.7.3 SLIIT ආයතනය ශ්‍රී ලංකා ගිණුම්කරණ ප්‍රමිතිවලට, ශ්‍රී ලංකා මූල්‍ය වාර්තාකරණ ප්‍රමිතිවලට සහ ජාත්‍යන්තර ගිණුම්කරණ ප්‍රමිතිවලට යටත් නොවන අතර මහපොළ භාර අරමුදල වෙත ගිණුම් වාර්තා ලබා දීමට හෝ 2015/2016 වර්ෂයේ සිට ගිණුම් ඒකාබද්ධ කිරීමේ අවශ්‍යතාවයක් නොමැති බව

5.3.7.4 2015 මැයි 12 දින ඇති කරගත් කල්බදු ගිවිසුම අනුව මහපොළ අරමුදලේ හිමිකාරිත්වය සතු SLIIT ආයතනය වෙත බදු දී ඇති මාලමේ පිහිටි ඉඩම හෝ එහි කොටසක් උප බදු දීම, උකසට තැබීම සඳහා බදුකරුට සමපූර්ණ නිදහස තිබෙන අතර ඒ සඳහා මහපොළ භාර අරමුදලේ කිසිදු ලිඛිත අවසරයක් අවශ්‍ය නොවන බව

5.3.7.5 SLIIT ආයතනයට ඔවුන්ගේ වියදමින් අදාළ භූමි පරිශ්‍රය තුළ ගොඩනැගිලි ඉදිකිරීම, යන්ත්‍රෝපකරණ සවිකිරීම හෝ අදාළ භූමිය ප්‍රතිසංස්කරණ, වැඩි දියුණු කිරීමේ කටයුතු සිදු කිරීමට අවසර ලබා දී ඇති බව

5.3.7.6 2005 නොවැම්බර් 14 දිනැති ගිවිසුමෙහි 3 වගන්තිය අනුව ඉඩමෙහි බදු කාලය අවුරුදු 30 බැගින් වූ කාලපරිච්ඡේද 2 ක් වශයෙන් ගැනෙන බවත් මුල් වසර 30 අවසානයේදී දෙපාර්ෂවයේ අවබෝධතාවයෙන් සහ එකඟතාවයෙන් ගිවිසුමේ කොන්දේසි සම්බන්ධයෙන් කතිකාකිරීමට හැකිබව සඳහන් කර තිබුණද 2015

මැයි 12 දිනැති කල් බදු ගිවිසුමෙහි බදු කාලය 2015 මැයි 15 දින සිට 2075 මැයි 14 දින දක්වා වර්ෂ 60 ක කාලයක් ලෙස ඇතුළත්කර තිබුණි.

5.3.7.7 තවද එකඟතාවයට පැමිණ තිබුණු ශිෂ්‍යත්ව 10 සම්බන්ධයෙන් වගන්ති 2015 මැයි 12 දින දිනැති ගිවිසුමට ඇතුළත්කර නොතිබුණි.

5.3.7.8 2015 මැයි 12 දිනැති ගිවිසුම අනුව SLIIT ආයතනය විසින් මහපොළ භාර අරමුදලට රු.408,500,000 ක මුදලක් ගෙවීම හේතුවෙන් SLIIT ආයතනය සම්බන්ධයෙන් මහපොළ භාර අරමුදලට ඇති අයිතිය පෞද්ගලික පාර්ශවයකට පවරා දීම මතභේදයට තුඩුදෙන කරුණකි.

5.3.8 තොරතුරු තාක්ෂණ ආයතනයෙන් හිමි විය යුතු බදු කුලිය

2015 වර්ෂයේ මැයි 12 දක්වා අයවිය යුතු රු.98,642,356 ක් වූ හිඟ හිටි බදු කුලිය නොසලකා භාර අරමුදල 2015 මැයි 12 දින සමාගම සමඟ නව ගිවිසුමකට එළඹීම හේතුවෙන් වාර්ෂිකව අය කළ යුතු බදු කුලිය රු.මිලියන 20 කට සීමා කර තිබුණි. ඒ අනුව භාර අරමුදලට ලැබිය යුතු බදු කුලිය 2015 දෙවන අර්ධ වර්ෂයේ සිට 2017 දෙසැම්බර් 31 දක්වා රු. මිලියන 120.99 කින් අඩු වී තිබුණි.

5.3.9 තොරතුරු තාක්ෂණ ආයතනයේ ගොඩනැගිලි ඉදිකිරීම

ආයතනය විසින් ගොඩනැගිලි ඉදිකිරීමේදී අරමුදලේ භාරකාර මණ්ඩලයේ අවසරය ලබාගෙන නොතිබුණි.

5.4 56.10 දරන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාව

ඉහත 5.7 හි සඳහන් අංක 56.10 දරන අධ්‍යක්ෂ මණ්ඩල පත්‍රිකාවෙහි පහත සඳහන් නිවැරදි නොවන තොරතුරු ඇතුළත් කර තිබුණු බව නිරීක්ෂණය විය.

5.4.1 මාලබේ කැම්පස්හි පිහිටි ඉඩම රජයේ ඉඩමක්වන අතර මහපොළ භාර අරමුදල කිසිදු මුදලක් ඒ සඳහා ගෙවා නොමැති බැවින් මහපොළ භාර අරමුදල විසින් 2002 සිට 2014 දක්වා රු.මිලියන 148 ක මුදලක් වාර්ෂිකව බදු කුලියක් ලෙස SLIIT ආයතනයෙන් ලබා ගැනීම සාධාරණ නොවන බවටත්

5.4.2 මහපොළ භාර අරමුදල විසින් SLIIT ආයතනය පිහිටුවීම සඳහා ලබාදී තිබුණු රු.මිලියන 375 ක මුදල කොටස් ප්‍රාග්ධනයක් නොවන බවත් එය අධ්‍යාපන ආයතනයකට ලබාදෙන ලද මූල්‍ය සහායක් ලෙසත් අර්ථකතනය කිරීමත්

5.4.3 2015 අප්‍රේල් 29 දින පැවති භාරකාර මණ්ඩලය රැස්වීමේ දී ගිවිසුම සඳහා උසස් අධ්‍යාපන අමාත්‍යාංශයේ අනුමැතිය ලබා ගැනීමටත් තීරණය කර තිබුණද එම අනුමැතිය ලබා ගත් බව තහවුරු නොවීම.

5.5 භාරකාර මණ්ඩලය විසින් තොරතුරු තාක්ෂණ ආයතනයෙහි යෙදවූ මුදල්

5.5.1 2014 වර්ෂයේදී සමාගමෙහි මූල්‍ය ප්‍රකාශන වල මහපොළ භාර අරමුදලෙහි වත්කම් ලෙස රු.373,577,393 ක් ලෙස පෙන්වා දී තිබුණි. නමුත් 2015 මැයි 12 දින නව ගිවිසුමට එළඹීමෙන් පසුව 2015 වර්ෂයේ මහපොළ භාර අරමුදලේ මූල්‍ය ප්‍රකාශනවල පදනමකින් තොරව සමාගමෙහි කරන ලද ආයෝජනය රු.1,064,520,695 ක් ලෙස දක්වා තිබුණි. ඉන්පසු 2016 වර්ෂයේ දී එම වටිනාකම ගොඩනැගිලි හා උපකරණ ගිණුමට මාරු කර වාර්ෂිකව සියයට 5 ක් ක්ෂය කර තිබුණු අතර එම ක්ෂය වටිනාකම ලෙස රු.53,226,035 ක් විය. ඉන්පසුව මෙම වටිනාකම 2016 /2017 වර්ෂයේදී මූල්‍ය ප්‍රකාශන වලින් ඉවත් කර තිබුණි (ඇමුණුම 35).

5.6 අමාත්‍ය මණ්ඩල තීරණ අනුව කටයුතු කිරීම

ඉහත 4.2.1.1 ඡේදයෙහි සඳහන් අමාත්‍ය මණ්ඩලය විසින් 1998 ජූලි 01 දින ප්‍රතිපත්තිමය වශයෙන් අනුමැතිය ලබාදී තිබුණු අමාත්‍ය මණ්ඩල තීරණය කෙරෙහිත්, ඉහත 4.2.1.1 ඡේදයෙහි දැක්වෙන 1999 ජනවාරි 28 දින අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යවරයා විසින් මාලබේ තොරතුරු තාක්ෂණ ආයතනයක් පිහිටුවීම සම්බන්ධයෙන් පවත්වා තිබුණු රැස්වීමකදී ගෙන තිබුණු තීරණ කෙරෙහිත් අවධානය යොමුකිරීමකින් තොරව කටයුතු කිරීම නිසා භාරකාර මණ්ඩලය තම සීමාවන් ඉක්මවා කටයුතුකර ඇති බව නිරීක්ෂණය විය.

5.7 තොරතුරු තාක්ෂණ ආයතනයෙහි ගිණුම් ඉදිරිපත් කිරීම

භාර අරමුදල එහි පරිපාලිත සමාගම් වන SLIIT ආයතනය, නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ් සහ නැට්වෙල්ත් සෙකෙයුරිටීස් ලිමිටඩ් සමග 2013 සහ 2014 වර්ෂවල ඒකාබද්ධ මූල්‍ය ප්‍රකාශනත් 2015 සිට 2017 වර්ෂය දක්වා නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ් සහ නැට්වෙල්ත් සෙකෙයුරිටීස් ලිමිටඩ් සමග ඒකාබද්ධ මූල්‍ය ප්‍රකාශනත් 2018 දෙසැම්බර් 31 දක්වාම විගණනය වෙත ඉදිරිපත් කර නොතිබුණි.

5.8 සංවර්ධන ලොතරැයි මණ්ඩලයෙන් හිමි විය යුතු දායකය

5.8.1 ඉහත 4.7 හි සඳහන් පනත ප්‍රකාරව සංවර්ධන ලොතරැයි මණ්ඩලයේ වාර්ෂික ලාභ ජනාධිපති අරමුදලට ප්‍රේශණය කරනු ලබන අතර ඉන් සියයට 50 ක ලාභ කොටසක් ජනාධිපති අරමුදලින් භාර අරමුදල වෙත වාර්ෂිකව ප්‍රේෂණය කළ යුතු වේ. ඒ අනුව 2012 වර්ෂයේ සිට 2017 වර්ෂය දක්වා භාර අරමුදල වෙත ලැබිය යුතු ආදායම රු. 4,649,901,083 ක් වූ අතර ඉන්

රු.4,133,464,826 ක් පමණක් ලැබී තිබුණි. ඒ අනුව තවදුරටත් ලැබියයුතු මුදල රු.516,436,257 ක් විය. (ඇමුණුම 36).

5.9 ඉහත 4.8.2 සඳහන් පරිදි අධ්‍යන පොදුසහතිකපත්‍ර (උසස් පෙළ) හදාරන සිසුන් සඳහා ජනාධිපති අරමුදලෙන් පිරි නමන ශිෂ්‍යත්ව

අධ්‍යන පොදුසහතිකපත්‍ර (උසස් පෙළ) හදාරන සිසුන් සඳහා ශිෂ්‍යත්ව පිරිනැමීම සඳහා ජනාධිපති අරමුදලෙන් භාර අරමුදලට ලැබිය යුතු මුදලින් රු.435,418,232 ක් 2007 වර්ෂයේ සිට 2017 වර්ෂය දක්වා අඩුකරගෙන තිබුණද ජනාධිපති අරමුදලින් එම මුදල ආපසු ලබා ගැනීමට භාරකාර මණ්ඩලය කටයුතුකර නොතිබුණි (ඇමුණුම 37).

5.10 නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම සමඟ ගනුදෙනු

5.10.1 භාර අරමුදලේ පරිපාලිත සමාගමක් වන නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම සුරැකුම්පත් ගනුදෙනු තුළින් ප්‍රමාණවත් ප්‍රාග්ධන ප්‍රතිලාභ නොඉපයීම නිසා 2015 හා 2016 වර්ෂයන් හිදී පිළිවෙලින් රු. මිලියන 18.520 ක හා රු. මිලියන 102.941 ක අලාභයන් ලබා තිබුණි.

5.10.2 2017 වර්ෂයේදී නැෂනල් වෙල්ත් කෝපරේෂන් ලිමිටඩ් විසින් ආයෝජන කළඹ උපයෝගී කරගෙන සිදුකළ ප්‍රති මිලදී ගැනුම් (Repo) ගනුදෙනු තුළින් රු.13,329,828 ක අලාභයක් අරමුදලට සිදු වී තිබුණි. (ඇමුණුම 38).

5.10.3 2003 නොවැම්බර් 18 දින නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම සමඟ ඇති කර තිබුණු අරමුදල් කළමනාකරණය සම්බන්ධයෙන් වූ ගිවිසුමේ 2.2 වගන්තිය අනුව 2017 ඔක්තෝබර් 17 දින පත්කර තිබුණු අයෝජන කමිටුව ත්‍රෛයි මාසිකව රැස්වීම් පැවැත්විය යුතු වුවත් එපරිදි රැස්වීම් පවත්වා නොතිබුණි.

5.10.4 2015 සහ 2016 වර්ෂ වලදී පිළිවෙලින් රු.මිලියන 200.242 ක් හා රු.මිලියන 499.181 ලෙස අලාභ ලබමින් පවත්වාගෙන ගිය නැට්වෙල්ත් සෙකෙයුරිටිස් සමාගමේ සමාන්‍ය කොටස්වල 2016 වර්ෂයේදී නැවතත් රු.මිලියන 675 ක් ආයෝජනය කර තිබුණි.

5.10.5 නැට්වෙල්ත් සිකියුරිටිස් සමාගම සුරැකුම්පත් ගනුදෙනු තුළින් ප්‍රමාණවත් ප්‍රාග්ධන ලාභ නොඉපයීම හා 2012 හා 2016 වර්ෂයන්හිදී පිළිවෙලින් රු.මිලියන 321.571 ක් හා රු.මිලියන 612.217 ක් වැනි සැලකිය යුතු අලාභයන් ලබා තිබුණි.

5.10.6 භාර අරමුදල විසින් නැට්වෙල්ත් සෙකෙයුරිටිස් සමාගමේ වරණීය කොටස්වල 2012 ජුනි 29 දින ආයෝජනය කර තිබුණු රු.මිලියන 200 ක් භාරකාර මණ්ඩලයේ අනුමැතිය ලබා ගැනීමෙන් තොරව 2015 ජුනි 29 දින නිදහස් කර තිබුණි.

- 5.10.7 භාරකාර අරමුදලෙහි උපපරිපාලිත සමාගමක් වූ මෙම සමාගම සඳහා තක්සේරු වර්ෂ 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2013/2014 හා 2014/2015 සඳහා පිළිවෙලින් රු.24,136,857, රු.77,382,317, රු.84,378,708, රු.66,181,759 , රු.18,288,933 හා රු.113,687,212 ක් ලෙස එකතුව රු.384,055,786 ක් දේශීය ආදායම් දෙපාර්තමේන්තුවෙන් ආදායම් බදු තක්සේරු ලැබී තිබුණද සමාගම එම බදු මුදල් ගෙවීමට ක්‍රියාමාර්ග ගෙන නොතිබුණි. එසේ නොගෙවීම හේතුවෙන් නැට්වෙල්න් සෙකෙයුරිටිස් සමාගමට සියයට 50 ක් එනම් රු.182,905,481 (192,027,893) ක දඩ මුදලක් ද ගෙවීමට තිබූ අතර සමාගමේ මූල්‍ය ප්‍රකාශනවල ඒ සඳහා වෙන්කිරීමක්ද කර නොතිබුණි.
- 5.10.8 තවද 2013 සහ 2014 වර්ෂයන් සඳහා පිළිවෙලින් රු.25,564,925 ක සහ රු.89,470,832 ක ඒකතුකළ අගය මත බදු වෙනුවෙන් තක්සේරු දැන්වීම් සමාගම වෙත ලැබී තිබුණද එම මුදල ගෙවීමට කටයුතුකර නොතිබුණු අතර සමාගමේ මූල්‍ය ප්‍රකාශනවල ඒ සඳහා වෙන්කිරීමක්ද කර නොතිබුණි.
- 5.10.9 අනුමැතිය ලබාගැනීමකින් තොරව හා ආයෝජන කළමනාකරණ ගිවිසුමේ 2.1 වගන්ති වලට පටහැනි ලෙස ට්‍රිලියන් සිකියුරිටිස් පුද්ගලික සමාගම හා වර්චුවල් ඉන්වෙස්ට්මන්ට් ඇන්ඩ් ට්‍රේඩින් ලංකා පුද්ගලික සමාගම නම් වූ පුද්ගලික සමාගම් 02 සමඟ 2013 හා 2014 වර්ෂවල ප්‍රති මිලදී ගැනුම් ගනුදෙනු සිදුකිරීම සම්බන්ධයෙන් සිදු කරන ලද වෝභාරික විගණනයට අනුව ඉහත ප්‍රති මිලදී ගැනුම් ගනුදෙනු සිදුකිරීමේ දී නිලධාරීන් අවිධිමත් ගනුදෙනුවකට සම්බන්ධ වී තිබුණු බව අනාවරණය විය.
- 5.10.10 තවද 4.9.3 ඡේදය පරිදි ප්‍රතිමිලදී ගැනුම් ගනුදෙනු තුළින් ඇතිවන සියලු ගාස්තු උක්ත සේවා යෝජකයන් දෙදෙනාට නියමිත පරිදි ගෙවීමට උපදෙස් දෙමින් ශ්‍රී ලංකා මහ බැංකුව විසින් 2015 අගෝස්තු 07 දින සමාගමට නියෝගයක් නිකුත් කර තිබුණ ද ශ්‍රී ලංකා මහ බැංකුව විසින් මෙම නියෝගය අවලංගු කර නොතිබුණු හෙයින් සමාගම ඒ අනුව කටයුතු කිරීමට වගකීමට බැඳේ.
- 5.10.11 2018 මැයි 30 දින වන විටත් සමාගම විසින් සම්බන්ධිත පාර්ශවයන්ට එරෙහිව ක්‍රියාමාර්ග ගෙන නොතිබුණි.
- 5.10.12 වයිට් ග්‍රෝව් හෝල්ඩින්ග්ස් හා ඇස්ට්‍රල් කැපිටල් හෝල්ඩින්ග්ස් සමාගම් මූල්‍ය සමාගම් ලෙස ශ්‍රී ලංකා මහ බැංකුවේ ලියාපදිංචි වී තිබේද යන්න එම සමාගම්වෙත ගෙවීම කිරීමට පෙර සමාගම විසින් සනාථ කරගෙන නොතිබූ බව නිරීක්ෂණය විය. තවද 2017 වර්ෂයේ මූල්‍ය ප්‍රකාශනවල මෙම ගනුදෙනුව අනාවරනය කිරීමටද අසමත්වී තිබුණි.

5.11 ක්‍රියාකාරී සැලැස්ම

අරමුදලේ වාර්ෂික ක්‍රියාකාරී සැලැස්ම පිළියෙල කර තිබුණද එහි ඉලක්ක ප්‍රමාණාත්මකව දක්වා නොතිබූ අතර කාර්යසාධන වාර්තා පිළියෙල කිරීමක්ද භාර අරමුදල විසින් සිදුකර නොතිබීම නිසා මහජන භාර අරමුදලේ ප්‍රගතිය ඇගයීමට නොහැකි විය.

5.12 මහජන මංගත ලොතරැයිය සඳහා ආයෝජකයකු තෝරා ගැනීම

5.12.1 ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 2.7.2 (ආ) වගන්තිය පරිදි ප්‍රසම්පාදන ඇගයීම් කමිටුවක් පත්කර නොතිබුණි.

5.12.2 ලංසු කැඳවීම සඳහා ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 5.3.1 පරිදි සම්මත ලංසු ලේඛන භාවිතාකර නොතිබුණු අතර තාක්ෂණික ඇගයීම් කමිටුවක් පත්කර නොතිබීම හේතුවෙන් එම භාවිතාකර තිබුණු ලංසු ලේඛන තාක්ෂණ ඇගයීම් කමිටුවක් විසින් පරීක්ෂාකර අනුමත කර නොතිබුණි.

5.12.3 ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 6.2.2 පරිදි ලංසු ඉදිරිපත් කිරීම සඳහා අවම වශයෙන් දින 21ක් ලබා දිය යුතු වුවද, දින 10 ක් පමණක් ලබාදී තිබීම හේතුවෙන් ලංසු 3ක් පමණක් ලැබී තිබුණි.

5.12.4 ලංසු ඇගයීම් කමිටුවක් පත්කර නොතිබීම හේතුවෙන් විස්තරාත්මක ලංසු ඇගයීමක් සිදු නොකර ලොතරැයිය කමිටුව විසින් ලංසු සැසඳීමක් පමණක් සිදුකර තිබුණි. ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 5.3.2 වගන්තිය අනුව, ලංසුකරුවන්ට තිබිය යුතු “සෘජුවම සුදුසු බව” යන සුදුසුකම ලංසු කැඳවීමේ අවශ්‍යතාවයට ඇතුළත් කළ යුතු වුවත් එය ඇතුළත් කර නොතිබියදී ඉදිරිපත්ව තිබූ ලංසු තුන අතුරින් පැහැදිලි තොරතුරු ඉදිරිපත් නොකළ බව සඳහන් කරමින් එක් ලංසුවක් ප්‍රතික්ෂේප තිබුණි.

5.12.5 ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 7.12 වගන්තිය පරිදි ඵලදායී තරඟකාරී බවක් නොමැති බව පැහැදිලිව පෙනෙන විට සියලුම ලංසු ප්‍රතික්ෂේප කිරීමට හැකියාව පැවතියද ඒ අනුව කටයුතු නොකර මාර්ගෝපදේශ සංග්‍රහයේ 7.10 වගන්තියට පටහැනි ලෙස අනෙකුත් සම්පත්, මූල්‍ය තත්ත්වය හා පළපුරුද්ද නොසලකා ආයෝජනය කළ සමාගමකින් ඉදිරිපත් කළ ලංසුවක් සම්බන්ධයෙන් අදාළ සමාගම ඇගයීම වෙනුවට ප්‍රධාන ආයෝජකයෙකු වූ විදේශිකයෙකු ඇගයීමට ලක්කර තිබුණි. තවද අදාළ සමාගම ලියාපදිංචියේදී ලොතරැයිය ක්‍රියාත්මක කිරීම අරමුණක් ලෙස දක්වා නොතිබුණි.

5.12.6 ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයේ 8.9.1 ඡේදයට අනුව, ප්‍රසම්පාදන අස්ථිත්වය විසින් විධිමත් කොන්ත්‍රාත් ගිවිසුමක් පිළියෙල කළ යුතු වුවද තෝරාගත් ලංසුකරු විසින් ගිවිසුම පිළියෙල කර

තිබුණි. එබැවින් “මහපොළ ලොතරැය ක්‍රියාත්මක කිරීම සඳහා වූ මූලික මෙහෙයුම් මාර්ගෝපදේශයේ” 6,8,9,14,15,16,17 හා 20 යන කරුණු ගිවිසුමෙන් ඉවත්කර තිබුණි. ලොතරැයේ මෙහෙයුම් කටයුතුවල හා කාර්යසාධනයේ විනිවිදභාවයක් නොවීය.

5.12.7 භාර අරමුදල හා ලොතරැයකරු සමග 2013 වර්ෂයේදී එළඹ තිබූ ගිවිසුමේ කොන්දේසි හා නියමයන්ට අනුව 2015 මැයි 05 සිට 2016 පෙබරවාරි 07 දින දක්වා කාලය සඳහා ලොතරැයකරුගෙන් ලැබිය යුතු වාරික මුදල රු.375,000,000 ක් හා ප්‍රමාද ගාස්තු රු.14,564,000 ක් අයකර ගැනීමට භාර අරමුදල කටයුතු කර නොතිබූ අතර එය ගිණුම්ගත කර නොතිබුණි. තවද 2016 පෙබරවාරි 08 සිට ගිවිසුම අවලංගු කළ දිනය වූ 2016 සැප්තැම්බර් 15 දින දක්වා අරමුදලට ලැබිය යුතු වාරික මුදල රු.298,913,043 ක් විය (ඇමුණුම 39).

5.12.8 මෙම කොන්ත්‍රාත්තූ ගිවිසුමේ 7.1(ආ) වගන්තිය අනුව කොන්ත්‍රාත් සමාගම වාරික මුදල් කාර්තුව ආරම්භ කරන දින හෝ එදිනට පෙර භාර අරමුදලට ගෙවිය යුතු විය. එසේ නොගෙවුවහොත් එදින සිට දින 90 ක් ඇතුළත කොන්ත්‍රාත්තරුට ඒ බව ලිඛිතව දැන්විය යුතු වුවද 2014 ජනවාරි 31 දින සිට 2016 නොවැම්බර් 15 දින දක්වා මුදල් ගෙවීම හිඟ හිටි ව තිබූ නමුත් භාර අරමුදල විසින් ඒ බව ලිඛිතව දන්වා නොතිබුණි. එමෙන්ම එදින සිට දින 14 ක් ඇතුළත එනම් 2015 අගෝස්තු 17 දින ගිවිසුම අවසන් කළ යුතු වුවත් ගිවිසුම අවලංගු කර තිබුණේ 2016 සැප්තැම්බර් 15 දිනදීය. එබැවින් වසරකට වැඩි කාලයක් මහපොළ නම භාවිතා කර පෞද්ගලික සමාගමකට අතිප්‍රමාණික ලාභ ඉපැයීමට අවස්ථාව ලබා දී තිබුණි.

5.12.9 පාර්ලිමේන්තු පනත් දෙකක් අනුව පිහිටුවා ඇති ජාතික ලොතරැය මණ්ඩලය හා සංවර්ධන ලොතරැය මණ්ඩලය මගින් මංගත ලොතරැය ක්‍රියාත්මක කරවා ගැනීමට ඇති හැකියාව පිළිබඳ සොයා බලා නොතිබුණි.

5.13 අරමුදලෙහි රැස්වීම් පැවැත්වීම

අරමුදලේ භාරකාර මණ්ඩලය විසින් අවම රැස්වීම් ප්‍රමාණයක් පවත්වා තිබෙන අතර එය ඉතාමත් අහිතකර ලෙස අරමුදලේ උන්නතිය සඳහා බලපා තිබුණි. 1981 සිට 2018 සැප්තැම්බර් දක්වා කාලපරිච්ඡේදය තුළදී අරමුදලේ භාරකාර මණ්ඩලයේ රැස්වීම් පැවැත්වීම් සාරාංශයන් ඇමුණුම 40 හි දැක්වේ. එම කාලයතුළ වර්ෂ 13 ක දී පවත්වා තිබුණේ වර්ෂයකට එක් රැස්වීමක් බැගින් පමණක් වන අතර 2013 සහ 2014 වර්ෂයන්හි රැස්වීම් පවත්වාද නොතිබුණි. එසේම පනතේ 11 වගන්තිය ප්‍රකාරව මණ්ඩලයේ රැස්වීම්වල කාර්යය පටිපාටියද ඒ රැස්වීම්වල කටයුතු කරගෙන යාමද විධිමත් කිරීම සඳහා මණ්ඩලය විසින් රීති සාදනු ලැබිය හැකි වුවත් එසේ රීති සකසන ලද බවට සාක්ෂි නොතිබුණි.

6. පද්ධති හා පාලන දුර්වලතා

- 6.1 නිලධාරීන් හා සේවකයින් පත් කිරීම්, සේවයේ නියුක්ත කිරීම් පනතේ විධිවිධාන වලට යටත්ව සකස් කළ රීතිවලට අනුකූලව සිදු නොවීම.
- 6.2 තීරණ ගැනීමේදී භාරකාර මණ්ඩලය රැස් නොවී එක් භාරකරුවකුගේ අවශ්‍යතාව මත ගනු ලබන තීරණ අනෙකුත් භාරකරුවන් ලවා සහතිකකර ගැනීම.
- 6.3 ගණකාධිකාරී/ මූල්‍ය කළමනාකාරණ තනතුරක් නොමැති වීමෙන් අරමුදලේ ගෙවීම් නිර්දේශ කිරීම අනුමත කිරීම හා සහතික කිරීම අධ්‍යක්ෂ විසින් සිදු කිරීම, ගනුදෙනු ගිණුම් තැබීම ක්‍රමවත්ව සිදු නොවීම හා මූල්‍ය ප්‍රකාශන ශ්‍රී ලංකා ගිණුම්කරණ ප්‍රමිතවලට අනුකූලව සිදු නොවීම.
- 6.4 ආයෝජන ප්‍රතිලාභ ඇගයීම් නිසිපරිදි සිදු නොකිරීම හා පරිපාලිත සමාගම් අධීක්ෂණය නිසි පරිදි සිදු නොවීම.
- 6.5 2006 රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහයට අනුකූලව කටයුතු නොකිරීම.
- 6.6 ආයෝජන ඇගයීමේ කමිටු ක්‍රියාත්මක නොවීම.

7. නිර්දේශ

- 7.1 මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ පනතේ සඳහන් විධිවිධාන මැනවින් අධ්‍යයනය කර අරමුදලේ කටයුතු කාර්යක්ෂමව මෙහෙයවීමට අවශ්‍ය නිවැරදි තීරණ ගැනීම් භාරකාර මණ්ඩල රැස්වීම්වලදී බහුතරයේ එකඟතාවය මත සිදුකළ යුතු බවට නිර්දේශ කෙරේ. (නිරීක්ෂණ ඡේද වලට යොමුව 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.12).
- 7.2 භාර අරමුදල පනතේ සංශෝධනයන් කාලීනව සිදුකළ යුතු බවට නිර්දේශ කෙරේ.(5.13)
- 7.3 අරමුදලේ කාර්ය හා කර්තව්‍ය ක්‍රියාත්මක කිරීමේදී මුදල් රෙගුලාසි සංග්‍රහය ආයතන සංග්‍රහය, 2006 රජයේ ප්‍රසම්පාදන මාර්ගෝපදේශ සංග්‍රහය හා වරින් වර නිකුත් කරන අනිකුත් රජයේ චක්‍රලේඛවලට අනුකූලව කටයුතු කළයුතු බව (නිරීක්ෂණ ඡේද වලට යොමුව 5.7, 5.12).
- 7.4 භාර අරමුදල බාහිර පාර්ශවයන් සමඟ ගිවිසුම්වලට එළඹීමේදී හා එළඹ තිබූ ගිවිසුම්වල කොන්දේසි විශාල වශයෙන් වෙනස්කිරීම් සිදුකිරීමේදී අමාත්‍ය මණ්ඩල අනුමැතියකින් සිදුකළ යුතු බවත් දැනට අරමුදලට අවාසිදායක කොන්දේසි සහිත ගිවිසුම් අහෝසිකර භාර අරමුදලේ අපේක්ෂිත අරමුණු ඉටුකර ගැනීමට හැකි පරිදි නව ගිවිසුම්වලට එළඹීම (නිරීක්ෂණ ඡේදයට යොමුව 5.3).

- 7.5 භාර අරමුදලේ ආදායම්, වියදම්, වත්කම්, වගකීම් වලට අදාළ සියලුම ගනුදෙනු නිසි පරිදි ගිණුම් තැබීම, පොත්පත් පවත්වාගෙන යාම හා මූල්‍ය පාලනය සඳහා මූල්‍ය කළමනාකරුවෙකු හා පරිපාලනය සඳහා වගකිව යුතු තනතුරු ඇතිකර සංවිධාන ව්‍යුහය සංශෝධනය කළ යුතු බවට නිර්දේශ කෙරේ (නිරීක්ෂණ ඡේද වලට යොමුව 5.5.1, 5.7,5.8).
- 7.6 භාර අරමුදලේ ආයෝජන සහ ප්‍රතිලාභ ඇගයීම සඳහා පත්කළ කමිටුව ත්‍රෛමාසිකව රැස්වී ආයෝජන ඇගයීම් කටයුතු කළයුතු බවත් ඒ පිළිබඳ භාරකාර මණ්ඩල රැස්වීම්වලදී පරීක්ෂා කිරීමත් සිදුකළ යුතුවත් නිර්දේශ කෙරේ (නිරීක්ෂණ ඡේද වලට යොමුව 5.10.3).
- 7.7 භාර අරමුදලේ ආයෝජන හා ශිෂ්‍යත්ව ලබාදීම ඇතුළු සියලු ක්‍රියාකාරකම් ඇතුළත්ව ක්‍රියාකාරී සැලැස්මක් වාර්ෂිකව පිළියෙළ කළයුතු බව හා වාර්ෂිකව කාර්යසාධන වාර්තා සකස්කර ප්‍රගතිය පරීක්ෂා කළයුතු බවටත් නිර්දේශ කෙරේ. (නිරීක්ෂණ ඡේද වලට යොමුව 5.11)
- 7.8 භාර අරමුදල යටතේ පවතින පරිපාලිත සමාගම් වල සිදුකළ ආයෝජනයන් හා ආයෝජන කළඹ කළමනාකරණය පිළිබඳ විධිමත් අධීක්ෂණයක් නිරන්තරයෙන් සිදුකළ යුතු බව නිර්දේශ කෙරේ. (නිරීක්ෂණ ඡේද වලට යොමුව 5.10)
- 7.9 ආයෝජනය නිසිලෙස සිදු නොකිරීම හේතුවෙන් අරමුදලේ ශක්තූතාවය පිළිබඳව අනාගතයේ දී ගැටලුකාරී තත්ත්වක් පැනනැගීමට ඉඩකඩ පවතින බැවින් අරමුදලට වඩාත් වාසි සැලසෙන පරිදි භාර අරමුදල් උත්පාදනය හා කළමනාකරණය කිරීම භාරකරුවන් විසින් කළයුතුවට නිර්දේශ කෙරේ. (නිරීක්ෂණ ඡේද වලට යොමුව 5.1-5.13)

8. නිගමන

- 8.1 මහපොළ පනතේ 3 වන වගන්තිය ප්‍රකාරව අරමුදල පිළිබඳ පරිපාලනය, කළමනාකරණය හා පාලනය භාරකාර මණ්ඩලයට පැවරී තිබුණද භාරකාර මණ්ඩලය 2003 වර්ෂයේ සිට 2017 වර්ෂය දක්වා කාලපරිච්ඡේදය තුළ අරමුදලට වාසිදායකලෙස හා ඵලදායී ලෙස තීරණ නොගැනීමත් පැවරී ඇති අධිකාරිය අහිමිව කටයුතු කිරීමත් හේතුවෙන් අරමුදලට මූල්‍ය හා මූල්‍ය නොවන අවාසින් සිදු වී ඇති බව නිගමනය කරමි.
- 8.2 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම (SLIIT) සමග 2003 වර්ෂයේ එළඹී ගිවිසුම අනුව මහපොළ අරමුදලට හිමිවීමට තිබූ රු.1,645,494,236 ක ප්‍රතිලාභ අහිමි වීම සම්බන්ධයෙන් කළමනාකරණය වගකිව යුතුව නිගමනය කරමි.
- 8.3 සංවර්ධන ලෝකරැසි මණ්ඩලයේ වාර්ෂික ලාභයෙන් සියයට 50 ක ලාභ කොටසක් භාර අරමුදලට ප්‍රේෂණය කළ යුතු වුවද එම ප්‍රමාණය රු.516,436,257 කින් අඩුවෙන් ප්‍රේෂණය කිරීම

සම්බන්ධයෙන් ඒ පිළිබඳව පරීක්ෂා කර භාර අරමුදලට හිමි මුදල ලබා නොගැනීම සම්බන්ධයෙන් භාර අරමුදලේ කළමනාකරණය වගකිව යුතුව නිගමනය කරමි.

8.4 භාර අරමුදල සතු සමාගමක්වන නැෂනල් වෙල්ත් කෝපරේෂන් සමාගම වෙත අරමුදලෙහි ආයෝජන කළඹ කළමනාකරණය කිරීමේ කටයුතු පවරා තිබුණද මෙම සමාගම සුරකුම්පත් ආයෝජනය තුළින් පසුගිය වර්ෂ තුන තුළදී ප්‍රාග්ධන අලාභ ලැබීම හේතුවෙන් අරමුදලෙහි මුදල් භාරකාර මණ්ඩලය නිසි පරිදි කළමනාකරණය කිරීමට අවශ්‍ය පියවර ගෙන නොමැති බව නිගමනය කරමි.

8.5 මංගත ලොතරිය (Online Lottery) ක්‍රියාත්මක කිරීම සඳහා විධිමත් ක්‍රියා පටිපාටියක් බැහැරව ලොතරියකරුවකු තෝරාගැනීම හේතුවෙන් භාර අරමුදලට අහිමි කළ රු.673,913,043 මුදල සම්බන්ධයෙන් ලොතරියකරු තෝරා ගැනීම සඳහා කටයුතුකළ ප්‍රසම්පාදන කමිටුව හා ඇගයීම් කමිටුවද හා ලොතරියකරුද වගකිව යුතුව නිගමනය කරමි.

8.6 ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන්) සීමිත සමාගම (SLIT) රජය සතු වත්කමක්වන අතර රජයට කිසිදු ගෙවීමක් නොකර එය පෞද්ගලික අංශයට පවරාදී ඇති බැවින් රජයේ අයිතිය ආරක්ෂා කිරීම සඳහා කටයුතු කළයුතු බවත්, මෙම තත්ත්වය විමර්ෂණය කිරීම සඳහා විශේෂ කමිටුවක් පත්කිරීම සුදුසු බවටත් නිගමනය කරමි.

8.7 මෙම වාර්තාවේ විගණකාධිපති සතු බලතල, සම්පත්, කාලය හා ඉදිරිපත් කළ තොරතුරු යන විෂය සීමා තුළ සිදුකරන ලද හෙයින් ඉන් ඔබ්බට ගොස් විගණකාධිපතිට නිගමනය කළ නොහැකි මට්ටමේ නීති විරෝධී හෝ සාපරාධී කටයුතු සිදුවී ඇත්දැයි යන්න මාගේ පරීක්ෂාවට ලක් නොකෙරුණි. එබැවින් එවැනි පරීක්ෂාවක් කළ යුතු යැයි හැඟී යන්නේ නම් ඒ සඳහා විශේෂිත වූ ආයතනයන්හි හෝ කොටසක සහාය ලබාගැනීම සුදුසු බව නිගමනය කරනු ලැබේ.



එච්.එම්.ගාමිණි විජේසිංහ

විගණකාධිපති

2019 ජනවාරි 25 දින

மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் முதலீட்டு முகாமைத்துவம் தொடர்பாக மேற்கொள்ளப்பட்ட விசேட கணக்காய்வு அறிக்கை

நிறைவேற்றுப் பொழிப்பு

இளைஞர்களுக்கு உயர்கல்வி வசதிகளை வழங்குவதனை உள்ளடக்கிய ஐந்து குறிக்கோள்களையையும் நோக்கங்களையும் நிறைவேற்றுவதற்காக 1981 இன் 66 ஆம் இலக்க மஹாபொல உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தின் கீழ் மஹாபொல உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதியம் தோற்றுவிக்கப்பட்டிருந்தது. அதிகாரச் சட்டத்தின் 3(1) ஆம் பிரிவின் பிரகாரம் நிதியம் தொடர்பான நிர்வாகம், முகாமைத்துவம் மற்றும் கட்டுப்பாடு நம்பிக்கையாளர் சபைக்கு ஒப்படைக்கப்பட்டிருந்தது. நம்பிக்கையாளர் சபையானது தொடக்குனர், பிரதம நீதியரசர், உயர்கல்வி அமைச்சு செயலாளர், கல்விக்குப் பொறுப்பான அமைச்சு செயலாளர், வர்த்தக அமைச்சு செயலாளர், தொடங்குனரால் ஐந்து ஆண்டுகள் காலத்திற்கு நியமிக்கப்படுகின்ற இரண்டு நபர்கள் ஆகியோரை உள்ளடக்கியுள்ளது. அதிகாரச் சட்டத்தின் 6(1) ஆம் பிரிவின் பிரகாரம் நிதியத்தின் குறிக்கோள்களை முன்னுரிமைப்படுத்துவதற்குத் தேவையான நலன் தருகின்ற அல்லது உதவியளிக்கும் அனைத்து விடயங்களையும் மேற்கொள்வதற்கான அதிகாரம் நம்பிக்கையாளர் சபைக்கு ஒப்படைக்கப்பட்டுள்ளது. மேலும், அதிக நலன்தரும் வகையில் நம்பிக்கைப் பொறுப்பு நிதியத்தை உருவாக்குதலும் முகாமைத்துவம் செய்தலும் நம்பிக்கையாளர்களால் செய்ய வேண்டியவையாகும்.

எவ்வாறாயினும், கடந்த காலப்பகுதியின் போது நம்பிக்கைப் பொறுப்பு நிதியத்தால் எடுக்கப்பட்ட தீர்மானம் மஹாபொல நிதியத்திற்கு சாதகமற்ற மற்றும் நலன் தராத வகையில் எடுக்கப்பட்டிருந்தது. இந் நிலைமையைப் பரீட்சிப்பதற்காக சட்டங்கள், உடன்படிக்கைகள், அமைச்சரவைத் தீர்மானங்கள், பணிப்பாளர் சபைத் தீர்மானங்கள் என்பவற்றைப் போல பெறுகை ஆவணங்களும் பரீட்சிக்கப்பட்டன. அப்பரிசோதனைகளின் போது வெளிப்படுத்தப்பட்ட விடயங்களின் பிரகாரம் பல்கலைக்கழகத்திற்கு அனுமதி பெற முடியாத மாணவர்களுக்கு தகவல் தொழில்நுட்பத் துறையில் உயர் கல்விக்கு வாய்ப்புக்கள் வழங்கும் குறிக்கோளுடன் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான மாலபேயில் அமைந்துள்ள 25 ஏக்கர் காணியில் மஹாபொல நிதியத்தால் தோற்றுவிக்கப்பட்ட இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனி (SLIIT) உடன் 2003 மார்ச் 19 ஆந் திகதி மேற்கொள்ளப்பட்ட உடன்படிக்கையின் மூலம் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு காணப்பட்ட சாதகமான நிபந்தனையானது 2005 நவம்பர் 14 மற்றும் 2015 மே 12 ஆந் திகதிகளில் மேற்கொள்ளப்பட்ட உடன்படிக்கைகளின் மூலம் நீக்கப்பட்டு மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு SLIIT நிறுவனம் சம்பந்தமாக இருந்த உரிமை இழக்கப்பட்டு ஒரு குத்தகை உடன்படிக்கை நிலைமைக்கு மாற்றப்பட்டிருந்தது. மேலும்

இதுவரை கிடைக்க வேண்டியிருந்த வருமானமும் மஹாபொல நிதியத்திற்கு வழங்கப்பட்டிருக்கவில்லை. சனாதிபதி நிதியத்தினதும் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தினதும் சமனான மூலதனப் பங்களிப்பில் தோற்றுவிக்கப்பட்ட அபிவிருத்தி லொத்தர் சபையின் இலாபத்தில் 50 சதவீத உரிமை மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு இருந்தும் 2012 ஆம் ஆண்டிலிருந்து அதற்கு குறைந்த இலாபப் பங்கு சனாதிபதி நிதியத்திலிருந்து நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைத்திருந்தது. நம்பிக்கைப் பொறுப்பு நிதியத்திலிருந்து தோற்றுவிக்கப்பட்ட நெஷனல் வெல்த் போப்பேரசன் கம்பனியால் முகாமைத்துவம் செய்யப்படுகின்ற இலங்கை வங்கியில் பேணப்பட்டு வந்த மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் முதலீட்டுப் பிரிவு முகாமைத்துவம் முறைப்படி மேற்பார்வை செய்யப்படாததனாலும் அக் கம்பனியின் துணைக் கம்பனியான நெட்வெல்த் சிகியூரிஷஷ் நிறுவனத்தினால் மேற்கொள்ளப்படுகின்ற அரசாங்கத்தின் பிணையங்கள் கொடுக்கல் வாங்கல்கள் சம்பந்தமாகவும் முறையான மேற்பார்வை செய்யப்படாததன் காரணமாக அக் கம்பனி கடந்த காலத்தின் போது நட்டமடைந்து அல்லது போதியளவில் இலாபத்தைப் பெற்றுக்கொள்ளாதிருந்தது. மேலும் நிதியத்தை சேகரிப்பதற்காக பெறுகை நடைமுறைகளுக்குப் புறம்பாக சீட்டிழுப்பாளர் தெரிவு செய்யப்பட்டு மேற்கொள்ளப்பட்ட மங்கத லொத்தரின் மூலம் உழைக்கப்பட்ட இலாபம் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைத்திருக்கவில்லை. இவ்விடயத்தை வெளிப்படுத்துவதன் மூலம் மஹாபொல நிதியத்திற்கு ஏற்பட்டுள்ள பாதகமான நிலைமைக்காக பொறுப்புக்கூற வேண்டிய தரப்பினர் யார் என்பதனை வெளிப்படுத்தி நம்பிக்கைப் பொறுப்பு நிதியத்தை தோற்றுவித்ததன் எதிர்பார்த்த குறிக்கோளை நிறைவேற்றுவதற்காக அதிக நன்மை பயக்கும் சரியான முதலீட்டைத் தீர்மானிப்பதற்கு பொறுப்புக் கூறக்கூடிய தரப்பினர்களை அதற்கு தொடர்புபடுத்துவதே இந்த அறிக்கையை வழங்குவதன் குறிக்கோளாகும்.

அதற்கிணங்க இச்சிக்கலைக் குறைத்துக் கொள்வதற்காக மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தில் குறிப்பிட்ட ஒழுங்கு விதிகளை பொருத்தமான முறையில் ஆய்வு செய்து நிதியத்தின் நடவடிக்கைகளை ஆக்கபூர்வமாகச் செயற்படுத்துவதற்குத் தேவையான சரியான தீர்மானம் எடுப்பது நம்பிக்கையாளர் சபை கூட்டங்களின் போது பெரும்பாலானோரின் இணக்கப்பாட்டின் அடிப்படையில் மேற்கொள்ளப்பட வேண்டும் என்பதுவும் நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தில் திருத்தங்களை உரிய காலங்களில் மேற்கொள்ளப்பட வேண்டும் என்பதுவும் உடன்படிக்கைகளில் கைச்சாத்திடுவதற்கு முன்னர் அமைச்சரவையின் அங்கீகாரத்தைப் பெற்றுக்கொள்ளப்பட வேண்டும் என்பதுவும் தொடக்கத்தில் இனங்காணப்பட்டிருந்தன.

மஹாபொல நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தின் 3 ஆம் பிரிவின் பிரகாரம் நிதியம் தொடர்பான நிர்வாகம் முகாமைத்துவம், கட்டுப்பாடு என்பன நம்பிக்கையாளர் ஒப்படைக்கப்பட்டிருந்தும் நம்பிக்கையாளர் சபை 2003 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரையான காலத்தில் நிதியத்திற்கு நன்மை பயக்குமாறும் வினைதிறனாகவும் தீர்மானம் எடுக்காமையும் ஒப்படைக்கப்பட்டுள்ள அதிகாரத்தை மீறி நடவடிக்கை எடுத்துள்ளமையும்

காரணமாக நிதியத்திற்கு நிதி மற்றும் நிதிசாராத பாதிப்புக்கள் ஏற்பட்டுள்ளது என இறுதித்தீர்வளிக்கிறேன்.

2. அறிக்கையின் பின்னணியும் தன்மையும்

நிதிச் சிக்கல்களுக்கு உள்ளாகியுள்ள மாணவர்களின் உயர் கல்வி நடவடிக்கைகளுக்காக உதவியளிக்கும் பிரதான குறிக்கோளுடன் மஹாபொல உயர்கல்வி புலமைப்பரிசில் நிதியம் ஆரம்பிக்கப்பட்டிருந்தது. 35 ஆண்டுகளுக்கு முன்னர் ஆரம்பிக்கப்பட்ட இந்த நிதியம் நம்பிக்கையாளர் சபையின் மூலம் நிர்வகிக்கப்படுகின்றது. கடந்த காலப்பகுதியின் போது நம்பிக்கையாளர் சபையால் நிதியத்தின் நிதி முறையான முகாமைத்துவ இன்றி முதலீடு செய்தமையும் நிதியத்தின் நம்பிக்கைப் பொறுப்பின் கீழ் ஆரம்பிக்கப்பட்ட மாலபே மஹாபொல கெம்பஸ் நிறுவனத்தின் உரிமை நிதியத்திலிருந்து விலகிச் செல்வதற்கு வழிவகுத்தமையும் ஆகிய காரணங்களால் மஹாபொல உயர்கல்வி புலமைப்பரிசில் நிதியம் தொடர்பாக விமர்சித்து கலந்துரையாடுவதற்கு உட்பட்டிருந்தது. அதன் காரணமாக இவ்விடயங்கள் சம்பந்தநமாகப் பரீட்சித்து மஹாபொல நிதியத்திற்கு தாக்கம் ஏற்படுத்தியுள்ள பாதக நிலைமைக்காக பொறுப்புக் கூறக்கூடிய தரப்பினர்களை இனங்காண்பதுவும் நம்பிக்கையாளர் சபையால் எடுக்கப்பட்ட முறையற்ற தீர்மானங்களின் காரணமாக நிதியத்திற்கு ஏற்பட்டுள்ள பாதகமான நிலைமை தொடர்பாக வெளிப்படுத்துவதற்கும் இந்த அறிக்கை தயாரிக்கப்படுகின்றது.

2. பின்பற்றப்பட்ட நடைமுறைகள்

இந்த அறிக்கையைத் தயாரிக்கும் போது கீழே தரப்படும் நடைமுறைகள் பின்பற்றப்பட்டன.

2.1 பதிவேடுகள், புத்தகங்கள், அறிக்கைகள் என்பவற்றைப் பரீட்சித்தல்

2.1.1 1981 இன் 66 ஆம் இலக்க மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டம்.

2.1.2 அமைச்சரவை விஞ்ஞாபனமும் தீர்மானமும்

2.1.3 நம்பிக்கைப் பொறுப்புச் சபைத் தீர்மானம்

2.1.4. நம்பிக்கைப் பொறுப்பு நிதியம் ஒவ்வொரு முதலீட்டாளருடன் ஏற்படுத்தியுள்ள பின்வரும் உடன்படிக்கைகள்

2.1.4.1 2003 மார்ச் 19 ஆந் திகதி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனியுடன்

2.1.4.2 2015 நவம்பர் 14 ஆந் திகதி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன்

- 2.1.4.3 2005 மே 12 ஆந் திகதி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன்
- 2.1.4.4 2015 மே 12 ஆந் திகதி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன் ஏற்படுத்தப்பட்ட குத்தகை உடன்படிக்கை
- 2.1.4.5 2003 நவம்பர் 18 ஆந் திகதி நெசனல் வெல்த் கோப்பரேசன் கம்பனியுடன்
- 2.1.4.6 2015 யூன் 19 ஆந் திகதி நெசனல் வெல்த் கோப்பரேசன் கம்பனியுடன் மேற்கொள்ளப்பட்ட மேலதிக உடன்படிக்கை
- 2.1.4.7 2016 மார்ச் 03 ஆந் திகதி நெசனல் வெல்த் கோப்பரேசன் கம்பனியுடன் மேற்கொள்ளப்பட்ட மேலதிக உடன்படிக்கை
- 2.1.4.8 2013 யூலை 30 ஆந் திகதி ஓசானிக் கேம்ஸ் (தனியார்) கம்பனியுடன்
- 2.1.5 நம்பிக்கைப் பொறுப்பு நிதியம் கொடுக்கல் வாங்கல்கள் செய்கின்ற கம்பனிகளின் அகவிதி, புறவிதி மற்றும் கம்பனியின் பணிப்பாளர்கள், நம்பிக்கைப் பொறுப்பாளர்கள், செயலாளர்கள், பங்குதாரர்கள் ஆகியோர் தொடர்பான தகவல்கள்
- 2.1.6 வருடாந்த நிதிக்கூற்றுக்களும் ஆண்டறிக்கைகளும்
- 2.1.7 துணை ஏடுகளும் மூல ஆவணங்களும்
- 2.1.8 நிலையான வைப்புச் சான்றிதழ்கள்
- 2.1.9 திறைசேரி பிணை முறிச் சான்றிதழ்கள்
- 2.1.10 திறைசேரி உண்டியல் சான்றிதழ்கள்
- 2.1.11 அதிவிசேட வர்த்தமானி மற்றும் பத்திரிகை அறிவித்தல்கள்
- 2.1.12 இலங்கை சனநாயக சோசலிசக் குடியரசின் பெறுகை வழிகாட்டிக் கோவை – 2006 மற்றும் பெறுகைக் கையேடும் திருத்தங்களும்
- 2.1.13 பெறுகைக் குழு அறிக்கையம் தொழில்நுட்ப மதிப்பீட்டுக் கழுவின் அறிக்கையும்
- 2.1.14 கேள்விதாரர்களால் சமர்ப்பிக்கப்பட்ட கேள்விப் பத்திரங்களையும் ஆவணங்களையும் உள்ளடக்கிய கோவை
- 2.1.15 உள்ளக வலையமைப்பு மற்றும் இணைய தளங்கள்

3. நோக்கெல்லை.

1999 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரை 19 ஆண்டுகள் காலத்திற்காக மஹாபொல உயர்கல்வி புலமைப் பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நிதிக்கூற்றுக்களும் ஆண்டறிக்கையும், கூட்டிணைந்த திட்டம், செயல் நடவடிக்கைத் திட்டம், நம்பிக்கைப் பொறுப்பாளர் சபைத் தீர்மானம், நெசனல் வெல்த் கோப்பரசேன் கம்பனிக்குரிய தகவல்கள் என்பன பரீட்சிக்கப்பட்டன.

4. நடைமுறை

4.1 நம்பிக்கைப் பொறுப்பு நிதியம் தொடர்பான அறிமுகம்.

4.1.1. நிதியத்தை ஆரம்பித்தலும் நிர்வாகமும்.

இலங்கையில் காணப்படும் வறுமை தொடர்பான சிக்கல்களிலிருந்து விடுபடும் ஒரு வழியாக கல்வியை மேம்படுத்துதல் அத்தியாவசியமானது என விளங்கிக் கொண்ட ஆரம்பிப்பாளரால் 1980 ஆம் ஆண்டின் போது வறுமையால் பாதிக்கப்பட்ட நபர்களுக்கு நலன்களை வழங்குவதனை முன்னிட்டு ரூபா 10,000 நன்கொடையில் மஹாபொல வேலைத்திட்டம் என அறிமுகப்படுத்தப்பட்ட ஒரு நிகழ்ச்சித்திட்டம் கிராமப் பிரதேசங்களில் ஆரம்பிக்கப்பட்டிருந்தது. இந் நிகழ்ச்சித்திட்டங்களுக்காக அரசாங்கத்திடமிருந்தும் பொது மக்களிடமிருந்தும் நிதிகள் சேகரிக்கப்பட்டிருந்ததுடன் அந் நிதியை இலங்கையின் கல்வித் துறையின் முன்னேற்றத்திற்கு ஈடுபடுத்தும் குறிக்கோளுடன் மஹாபொல உயர் கல்வி நம்பிக்கைப் பொறுப்பு நிதியம் 2773 ஆம் இலக்க உறுதியின் கீழ் தோற்றுவிக்கப்பட்டிருந்தது. அதற்கிணங்க நம்பிக்கைப் பொறுப்பு நிதியத்தின் குறிக்கோள்களையும் நோக்கங்களையும் அடைந்து கொள்வதற்காக அந் நிதியத்தின் நம்பிக்கைப் பொறுப்பாளரால் மேற்கொள்ளப்பட்ட வேண்டுகோளின் அடிப்படையில் 1981 இன் 66 ஆம் இலக்க அதிகாரச் சட்டத்தால் மஹாபொல உயர் கல்வி நம்பிக்கைப் பொறுப்பு நிதியம் தோற்றுவிக்கப்பட்டிருந்தது. (பின்னினைப்பு 01) இந் நிதியம் பல்வேறு மானியங்கள், பரிசுகள், நன்கொடைகள் அல்லது தேறப்பட்ட அல்லது சேகரிக்கப்பட்ட பணத்தின் மூலம் வளர்ச்சியடைந்துள்ளது,

4.1.2.3 நிதியத்தின் நிர்வாகம்

மேலுள்ள அதிகாரச் சட்டத்தின் 3 ஆம் பிரிவின் பிரகாரம் நிதியம் தொடர்பான நிர்வாகம், முகாமைத்துவம், கட்டுப்பாடு என்பன நம்பிக்கையாளர் சபையிடம் ஒப்படைக்கப்பட்டிருந்தது. நம்பிக்கையாளர் சபையானது ஆரம்பிப்பாளர் பிரதம நீதியரசர், உயர் கல்வி அமைச்சு செயலாளர், கல்வி விடயத்திற்குப் பொறுப்பான அமைச்சு செயலாளர், வர்த்தக அமைச்சு செயலாளர், ஆரம்பிப்பாளரால் ஐந்து ஆண்டுகளுக்கு நியமிக்கப்படுகின்ற நபர்கள் ஆகியோரை உள்ளடக்கியிருக்கும். ஆரம்பிப்பாளரின்

மரணத்திற்குப் பின்னர் வர்த்தக விடயத்திற்குப் பொறுப்பான அமைச்சர் ஆரம்பிப்பாளராகக் கருதப்படும்.

4.1.3 தூர நோக்கு

வறுமையை ஒழிக்கும் இலக்கைக் கொண்ட ஒரு சமூகத்தை உருவாக்குதல்.

4.1.4 செயற்பணி

வசதி வாய்ப்புக்கள் இல்லாத இளைஞர்களுக்கு உயர் கல்வி நடவடிக்கைகளை மேற்கொள்வதற்காக புலமைப்பரிட்களை வழங்குதலும் உயர் கல்விக்கான வசதிகளை அதிகரிப்பதன் மூலம் சம வாய்ப்புக்களை ஏற்படுத்துதல்.

4.1.5 குறிக்கோள்களும் நோக்கங்களும்

அதிகாரச் சட்டத்திலுள்ள 5 ஆம் பிரிவின் பிரகாரம் குறிக்கோள்களும் நோக்கங்களும் பின்வருமாறாகும்.

(அ) இளைஞர்களுக்கு உயர் கல்விக்கான வசதிகளை வழங்குதல்

(ஆ) திருப்திகரமாக இரண்டாம் நிலைக் கல்வியைப் பூர்த்தி செய்துள்ள உதவி பெறுவதற்கு தகமையுள்ள இளைஞர்களுக்கு தங்களின் கலை, கைத்தொழில் அல்லது தொழில்நுட்ப கல்வியை சந்தர்ப்பங்களுக்கு ஏற்றவாறு ஒரு பல்கலைக்கழகத்தில் அல்லது கைத்தொழில் இல்லாதுவிடின் உயர் கல்வி நிறுவனத்தில் பூர்த்தி செய்வதற்கு முடியுமான வகையில் அவர்களுக்கு உதவி வழங்குதல்.

(இ) இளைஞர்களுக்கு தங்களின் திறன்களையும் ஆற்றல்களையும் மேம்படுத்துவதற்கு முடியுமான வகையில் தொழில்சார் பயிற்சி நிறுவனங்களை உருவாக்குதல் மற்றும் முகாமைத்துவம் செய்வதற்கு உதவியளித்தல்.

(ஈ) கல்வியை வழங்குவதில் ஈடுபட்டுள்ள பாடசாலைகள், நிறுவனங்கள், மன்றங்கள் மற்றும் ஏனைய அவ்வாறான நிறுவனங்களை உருவாக்குதல் மற்றும் அவற்றை முகாமைத்துவம் செய்வதற்கும் செயற்படுத்துவதற்கும் உதவியளித்தல், மற்றும்

(உ) கல்வியை வழங்குவதில் ஈடுபட்டுள்ள விரிவுரையாளர்களின் ஆசிரியர்களின் மற்றும் அவ்வாறான ஏனைய நபர்களின் திறன்களையும் ஆற்றல்களையும் அதிகரித்தல் மற்றும் மேம்படுத்துவதற்காக உதவிகள் வழங்குதல்.

4.1.6 நம்பிக்கையாளர் சபையின் அதிகாரங்களும் கடமைகளும்

அதிகாரசட்டத்தின் 6 ஆம் பிரிவின் பிரகாரம் சபையின் அதிகாரங்களும் கடமைகளும் பின்வருமாறாகும்.

நிதியத்தின் குறிக்கோள்களை உச்ச அளவில் அடைந்து கொள்வதற்குத் தேவையான சாதகமானவைகள் அல்லது அனுகூலமானவைகள் அனைத்தையும் மேற்கொள்ளும் அதிகாரம் நம்பிக்கையாளர் சபைக்கு ஒப்படைக்கப்பட்டுள்ளது. நம்பிக்கையாளர் சபைக்கு பின்வரும் அதிகாரங்களும் கடமைகளும் உள்ளன.

(அ) நிதியை வழங்குதல் மற்றும் உள்நாட்டு அல்லது வெளிநாட்டு மூலங்களிலிருந்து பணமாக அல்லது பொருட்களாக மானியங்கள் பரிசுகள் அல்லது நன்கொடைகளைப் பொறுப்பேற்றல்.

(ஆ) இந்த அதிகாரச் சட்டத்தினால் அல்லது ஏதாவது கொள்வனவு செய்தல், மானியம், பரிசு, மரண சாசனத்தின் மூலம் அல்லது மூன்றாம் தரப்பினர்களிடமிருந்து சபைக்குச் சொந்தமான ஏதாவது அசையும் அல்லது அசையா ஆதனத்தை பொறுப்பேற்றல் அல்லது பயன்படுத்துதல் மற்றும் நிதியத்திற்கு உரிமையுள்ள ஏதாவது ஆதனத்தை விற்றல், அடகு வைத்தல், குத்தகைக்கு வழங்குதல், நன்கொடையளித்தல், சமர்ப்பித்தல் இறுதி விருப்பத்தை தெரிவிக்கும் பத்திரத்தின் மூலம் உரிமை மாற்றிக் கொடுத்தல், ஒப்படைத்தல், மாற்றம் செய்தல், அல்லது மூன்றாம் தரப்பினர்களால் வெளியில் எடுத்துச் செல்லல்.

(இ) நிதியத்தின் நோக்கங்களை நிறைவேற்றுவதற்காக உதவிப் பணம், நன்கொடைகள், உள்நாட்டு அல்லது வெளிநாட்டு புலமைப்பரிசில்கள் என்பவற்றை வழங்குதல்.

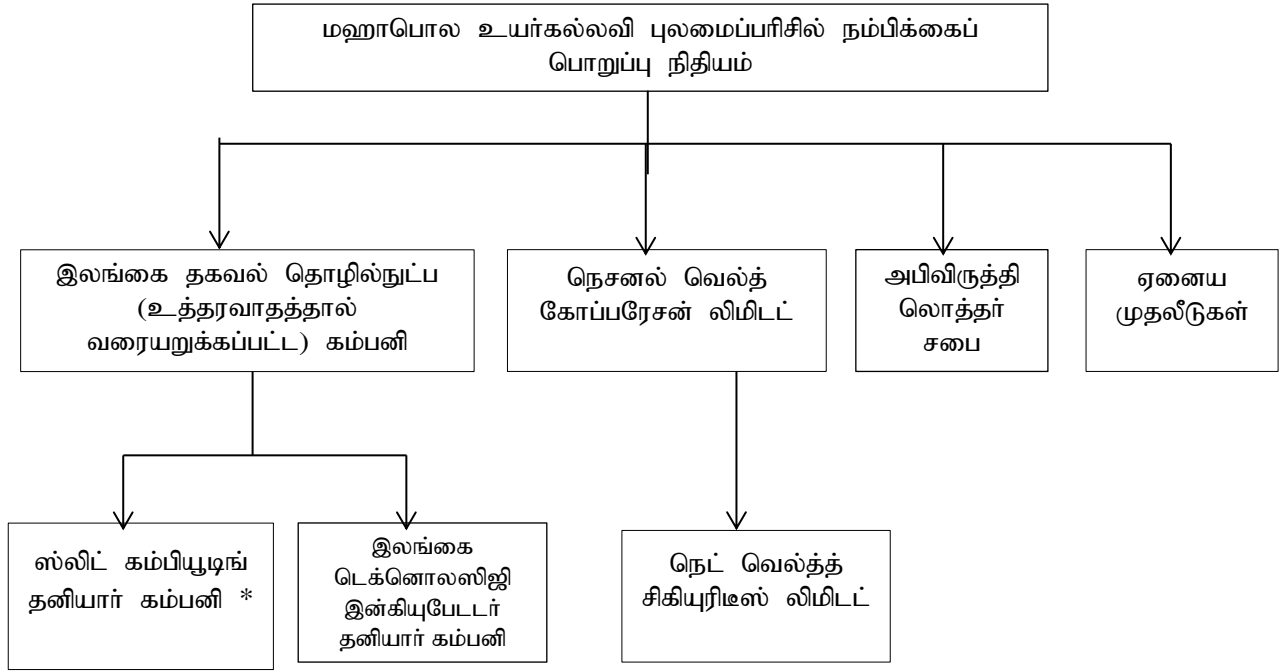
(ஈ) நிதியத்தின் குறிக்கோள்களை மேலும் அடைந்து கொள்வதற்காக பணத்தை சேகரிப்பதனை முன்னிட்டு அரசாங்கத்தின் அங்கீகாரத்துடன் லொத்தர் சீட்டெழுப்புக்களை நடாத்துதல்.

(உ) நிதியத்தின் அதிகாரங்கள் கடமைகள் செயற்பாடுகள் என்பவற்றை அமுல்படுத்துவதற்காகவும் நிறைவேற்றுவதற்காகவும் மற்றும் நிதியத்தின் நோக்கங்களை அடைந்து கொள்வதற்காகவும் தேவையான அனைத்து உடன்படிக்கைகளிலும் நேரடியாக அல்லது தற்காலிகமாக சபையினால் ஆவணங்களினால் அதிகாரங்கள் ஒப்படைக்கப்பட்டுள்ள உத்தியோகத்தர்கள் மற்றும் ஊழியர்களின் மூலம் அல்லது பிரதிநிதிகளின் மூலம் கைச்சாத்திடுதல் அல்லது அந்த உடன்படிக்கைகளின் இணக்கப்பாடுகளை நிறைவேற்றுதல்

- (ஊ) இந்த அதிகாரச்சட்டத்திலுள்ள ஏற்பாடுகளுக்கு உட்பட்டு நிதியத்திற்கு உத்தியோகத்தார்களையும் ஊழியர்களையும் நியமித்தல், ஊழியர்களை சேவையில் ஈடுபடுத்தலும் அவர்களின் ஊதியங்களைச் செலுத்துதலும், சுயசேவையில் ஈடுபடுபவர்களை நியமித்தல், பதவியுயர்த்துதல், அவர்களின் ஊதியங்களைச் செலுத்துதல், அவர்களின் ஒழுக்கங்களை கட்டுப்படுத்துதல், அவர்களுக்கு விடுமுறை வழங்குதல் மற்றும் ஏனைய நலன்களை வழங்குவது தொடர்பாக சட்டங்களைத் தயாரித்தல்
- (எ) நிதியத்திற்கு உரிமையுள்ள அல்லது நிதியத்தால் பயன்படுத்தப்பட்டு வருகின்ற ஏதாவது காணியில் ஒரு கட்டிடத்தை நிர்மாணித்தல் அல்லது நிர்மாணிப்பதற்கு திட்டமிடல்.
- (ஏ) நம்பிக்கைப்பொறுப்பின் பணம் உள்ளடங்கலாக பணத்தை முதலீடு செய்வதற்காக சட்டத்தால் அதிகாரம் அளிக்கப்பட்டுள்ள ஏதாவது முதலீடுகளில் சபையின் விருப்பத்தின் பேரில் நிதியத்திற்குச் சொந்தமான பணத்தை முதலீடு செய்தல் மற்றும் அந்த முதலீட்டை சபையின் விருப்பின் பேரில் மீளப்பெற்றுக்கொள்ளல், மீண்டும் முதலீடு செய்தலும் மாற்றம் செய்தலும் அந்த முதலீடுகளிலிருந்து வருமானத்தை பெற்றுக்கொள்ளல்.
- (ஐ) நிதியத்தின் செயற்பாடுகளுக்காக வங்கிக் கணக்கை ஆரம்பித்தல், பராமரித்தல் மூடுதல் மற்றும் நிதியத்தின் ஆதனங்களைப் பிணையாக வைத்து அல்லது அவ்வாறான பிணையில்லாது பணத்தை கடனாகப் பெற்றுக்கொள்ளல்.
- (ஓ) நிதியத்தின் நோக்கங்களை அமுல்படுத்துவதற்கு துணை புரிகின்ற அல்லது சாதகமான ஏனைய அனைத்து செயற்பாடுகளையும் விடயங்களையும் மேற்கொள்ளல்.

4.1.7 நிதியத்தின் பணத்தை முதலீடு செய்தல்

நிதியத்தினால் 2014 திசம்பர் 31 இல் உள்ளவாறு பின்வரும் நிறுவனங்களில் ரூபா 9039789043 முதலீடு செய்யப்பட்டிருந்ததுடன் 2015 மே 11 ஆந் திகதியில் உள்ளவாறு இலங்கைத் தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியில் முதலீடு ரூபா 373,577,392 ஆகும். விபரம் வரைபடம் 01 இல் தரப்படுகின்றது.



* 2018 பெப்ரவரி 09 ஆந் திகதியிலிருந்து இக்கம்பனியின் பெயர் SLIIT Academy என மாற்றப்பட்டுள்ளது.

அட்டவணை இலக்கம் 01 – மஹாபொல நிதியத்தின் முதலீடுகள்

நிறுவனம்	முதலீடுகள்			
	2014.12.31 ஆந் திகதியில் உள்ளவாறு	2015.12.31 ஆந் திகதியில் உள்ளவாறு	2016.12.31 ஆந் திகதியில் உள்ளவாறு	2017.12.31 ஆந் திகதியில் உள்ளவாறு
	ரூபா	ரூபா	ரூபா	ரூபா
இலங்கை தகவல் தொழில் நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனி	373,577,392	1,064,520,695	-	-
நெசனல் வெல்த் கோப்பரேசன் லிமிடட்	300,000,000	300,000,000	985,000,000	985,000,000
முதலீட்டு பிரிவு	6,530,353,720	7,244,552,042	7,239,466,463	8,345,078,695

அபிவிருத்தி சபை	லொத்தர்	2,200,000	2,200,000	2,200,000	2,200,000
ஏனை முதலீடுகள்					
திறைசேரி உண்டியல்கள்		1,833,657,931	2,121,803,601	1,863,485,232	1,551,360,645
நிலையான வைப்புக்கள் பிணை முறிகள்					
மொத்தம்		9,039,789,043	10,733,076,338	10,090,151,695	10,883,639,340
		=====	=====	=====	=====

4.2 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனி

4.2.1 கம்பனியை தோற்றுவிப்பதற்கான பிரேரணை

4.2.1.1 மஹபொல உயர்கல்வி புலமைப்பரிசின் நம்பிக்கைப்பொறுப்பு நிதியத்தின் நம்பிக்கையாளர் சபை 1998 மார்ச் 27 ஆந் திகதி நடாத்திய கூட்டத்தின் போது பல்கலைக்கழக மட்டத்தினாலான ஒரு தகவல் தொழில்நுட்ப நிறுவனத்தை மாலபேயில் அமைந்துள்ள மஹபொல காணியில் தோற்றுவிப்பதற்கும் அதற்கான நிதியை நம்பிக்கை பொறுப்பு நிதியத்திலிருந்து வழங்குவதற்கும் கொள்கை ரீதியாக அங்கீகாரம் வழங்கப்பட்டிருந்தது. (பின்னிணைப்பு 02) அந்த அங்கீகாரத்தின் பின்னர் உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சர் மற்றும் கல்வி உயர் அமைச்சர் 1998 ஏப்ரல் 01 ஆந் திகதி சமர்ப்பித்த 98/995/11/052 ஆம் இலக்க “தகவல் தொழில்நுட்பம் தொடர்பாக ஒரு நிறுவனத்தை தோற்றுவித்தல்.” என்ற தலைப்பிலான ஒன்றிணைந்த அமைச்சரவை விஞ்ஞானத்தில் அடங்கியுள்ள பிரேரணை கொள்கை ரீதியாக அமைச்சரவையினால் 1998 யூலை 01 ஆந் திகதி அனுமதிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 03) மேலும் மேலே கூறப்பட்ட செயற்திட்டத்தை அமுல்படுத்தும் போது இது சம்பந்தமாக நிதி, திட்டமிடல் அமைச்சரால் சமர்ப்பிக்கப்பட்ட அவதானிப்புக்கள் தொடர்பாகவும் கவனம் செலுத்தப்பட வேண்டும் என்பதுவும் இணக்கம் செய்யப்பட்டிருந்தது. அவ்வாறே மேலே கூறப்பட்ட அவதானிப்புக்களில் காட்டப்பட்டுள்ள விதத்தில் விபரமான பத்திரம் தயாரிக்கப்பட்டு அது தொடர்பான மதிப்பீட்டிற்காக தேசிய திட்டமிடல் திணைக்களத்திற்கு சமர்ப்பிப்பதற்கும் தீர்மானிக்கப்பட்டிருந்தது.

4.2.1.2 மேலே 4.2.1.1 ஆம் பந்தியில் குறிப்பிட்ட அங்கீகரிக்கப்பட்ட அமைச்சரவை விஞ்ஞானத்தில் பின்வரும் பிரேரணைகளும் உள்ளடங்கப்படுகின்றன.

- (i) மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான கொழும்பு மாவட்டத்தில் மாலபே பிரதேசத்தில் அமைந்துள்ள 25 ஏக்கர் காணியை ஈடுபடுத்தி தகவல் தொழில்நுட்ப நிறுவனத்தை தோற்றுவிப்பதற்கு.
- (ii) மஹாப்பொல உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கையாளர் சபையின் இணக்கப்பாட்டின் அடிப்படையில் மஹபொல புலமைப்பரிசிலை வழங்குவதற்கு தாக்கம் ஏற்படுத்தாத வகையில் ரூபா 500 மில்லியன் உச்ச அளவிற்கு உட்பட்டு மஹபொல புலமைப் பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தால் இச்செயற்திட்டத்திற்கு நிதியளிப்பதற்கு
- (iii) தேவையான உபகரணங்கள் பொருத்திகள் மற்றும் ஏனைய உட்கட்டமைப்பு வசதிகளை வெளிநாட்டு உதவி வழங்கும் நிறுவனங்களிடமிருந்து பெற்றக்கொள்ளக்கூடிய வாய்ப்பு சம்பந்தமாக விசாரிப்பதற்கு வெளிநாட்டு வளங்கள் பணிப்பாளர் நாயகத்திற்கு பணிப்புரை வழங்குதல்.
- (iv) இச்செயற்திட்டம் உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சினதும் கல்வி, உயர் கல்வி அமைச்சினதும் உதவியுடனான ஒரு முயற்சியாக இருத்தல் வேண்டும் என்பது
- (v) உத்தேச தகவல் தொழில்நுட்ப நிறுவனம் இலங்கையில் மொறட்டுவைப் பல்கலைக்கழகத்தின் அதிகாரத்தின் கீழ் மேற்கூறப்பட்ட அமைச்சுக்கள் மற்றும் மொறட்டுவை பல்கலைக்கழகத்தின், பல்கலைக்கழக மானியங்கள் ஆணைக்குழுவின் மற்றும் மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் பிரதிநிதிகளை உள்ளடக்கிய சுயாதீன கட்டுப்பாட்டுச் சபையால் அமுல்படுத்துவதற்கு

4.2.1.3 மேலும், மேற்கூறிய அசைச்சரவை விஞ்ஞாபனத்தின் 07 ஆம் பந்தியில் குறிப்பிட்டவாறு இச்செயற்பாடு உள்நாட்டு, சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சினதும் மற்றும் கல்வி உயர்கல்வி அமைச்சினதும் ஒன்றிணைந்த ஒரு முயற்சி எனவும் இது மொறட்டுவை பல்கலைக்கழகத்தின் கீழ் இருக்க வேண்டுமெனவும் காட்டப்பட்டுள்ளதுடன் நிறுவனத்தின் முகாமைத்துவ கட்டமைப்பு சிறீ ஜெயவர்தனபுர பல்கலைக்கழகத்தின் கீழ் காணப்படும் முகாமைத்துவ பட்டப்பின்படிப்பு நிறுவனத்திற்கு சமமானதாக இருக்க வேண்டுமெனவும் உச்ச அளவு அதிகாரமுள்ள கட்டுப்பாட்டுச் சபை எனவும் அது மேற்கூறிய அமைச்சுக்களின் பிரதிநிதிகளையும் மொறட்டுவைப் பல்கலைக்கழகத்தினதும் மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தினதும் பிரதிநிதிகளையும் உள்ளடக்கி இருக்க வேண்டுமெனவும் காட்டப்பட்டுள்ளது.

4.2.1.4 பின்னர் 1999 சனவரி 28 ஆந் திகதி உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சினால் மாலபே தகவல் தொழில்நுட்ப நிறுவனத்தை தோற்றுவிப்பது சம்பந்தமாக நடாத்தப்பட்ட கூட்டத்தின் போது பின்வரும் தீர்மானங்கள் எடுக்கப்பட்டிருந்தது. (பின்னிணைப்பு 04)

- (i) மாலபே காணியில் உத்தேச கட்டிடத்தை நிர்மணிக்கும் நடவடிக்கை பூர்த்தியடையும் வரை உத்தேச நிறுவனத்தை தோற்றுவிப்பதற்கும் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தால் வழங்கப்படுகின்ற ரூபா 500 மில்லியனுக்கு மேலதிகமாக பொதுத்திறைசேரி 1999 ஆம் ஆண்டின் வரவு செலவுத்திட்டத்திலிருந்து ரூபா 95 மில்லியன் நிதி ஏற்பாடு ஒதுக்கப்பட்டிருந்ததனால் பயிற்சி கற்ககநெறியை பொருத்தமான இடத்தில் ஆரம்பிப்பதற்கு நடவடிக்கை எடுத்தல்
- (ii) தேசிய திட்டமிடல் திணைக்களத்தால் செயற்திட்ட பிரேரணையை மதிப்பீடு செய்யும் நடவடிக்கையை விரைவாகப் பூர்த்திசெய்வது பற்றி சான்றுபடுத்தப்பட வேண்டுமென்பது
- (iii) பாராளுமன்ற அதிகாரச்சட்டத்தின் மூலம் நிறுவனத்தை தோற்றுவிக்கும் வரை இடைக்கால வேலைத்திட்டமாக உத்தேச செயற்திட்டத்தினை செயற்படுத்துவதற்காக கம்பனிகள் அதிகாரச்சட்டத்தின் கீழ் உத்தரவாதத்தால் வரையறுக்கப்பட்ட கம்பனியைத் தோற்றுவிப்பதும் முதலீட்டுச் சபை மொறட்டுவைப் பல்கலைக்கழகத்தின் ஒத்துழைப்புடன் உத்தேச கம்பனியின் அமைப்பு அகவிதியினையும் அமைப்பு புறவிதியினையும் தயாரித்தல்.
- (iv) இடைக் காலப்பகுதியின் பின்னர் மொரட்டுவைப் பல்கலைக்கழகம் இந்நிறுவனத்தை பொறுப்பேற்பதற்கு நடவடிக்கை எடுக்க வேண்டியதுடன் பின்னர் அதனை மொறட்டுவை பல்கலைக்கழகத்தின் தொழில்நுட்ப நிறுவனமாக அறிமுகப்படுத்துவதற்கும் எதிர்காலத்தில் சொத்துக்களையும் பொறுப்புக்களையும் மொறட்டுவைப் பல்கலைக்கழகத்திற்கு ஒப்படைப்பதற்கு முடியுமான வகையில் நிதி ஏற்பாட்டை கம்பனிகள் நியதிச் சட்டத்தில் உள்ளடக்குதல்.
- (v) மாலபேயில் உத்தேச கட்டிடத்தை நிர்மாணித்தல் பூர்த்தியடையும் வரை பொருத்தமான ஒரு கட்டிடத்தை தேடிப்பார்ப்பதற்காக பத்திரிகை அறிவித்தலினை வெளியிடுவதற்கு மொரட்டுவைப் பல்கலைக்கழகத்தின் துணை வேந்தர் நடவடிக்கை எடுத்தல் வேண்டும் என்பது

(vi) மேற்கூறிய பிரேரணைகளை அமுல்படுத்துவதற்காக உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சு மற்றும் கல்வி, உயர்கல்வி அமைச்சினால் ஒன்றிணைந்த அமைச்சரவை விஞ்ஞாபனத்தை சமர்ப்பித்தல்.

4.2.2 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியைத் தோற்றுவித்தல்

4.2.2.1 மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்புச் சபையானது 1998 மார்ச் 27 ஆந் திகதியின் பின்னர் 1999 மே 21 ஆந் திகதி வரை கூட்டத்தை நடாத்தியிருக்காததுடன் 1999 மே 21 ஆந் திகதிய கூட்டத்திற்குச் சமர்ப்பிக்கப்பட்ட பணிப்பாளர் சபை பத்திரத்தின் பிரகாரம் செயற்திட்டத்தை ஆரம்பிக்கும் நடவடிக்கையானது முறைப்படியாக இடம்பெறும் வரை 1999 சனவரி 28 ஆந் திகதி நடாத்தப்பட்ட கூட்டத்தின் போது எடுக்கப்பட்ட தீர்மானத்தின் பிரகாரம் உத்தரவாதத்தால் வரையறுக்கப்பட்ட கம்பனி தோற்றுவிக்கப்பட்டதாகக் குறிப்பிடப்பட்டிருந்தது. (பின்னிணைப்பு 05) அவ்வாறே உத்தரவாதத்தால் வரையறுக்கப்பட்ட கம்பனியின் பணிப்பாளர் சபை மொறட்டுவை பல்கலைக்கழகத்தின், சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சின், முதலீட்டுச் சபையின், பல்கலைக்கழக மானியங்கள் ஆணைக்குழுவின் மற்றும் கல்வி உயர்கல்வி அமைச்சின் பிரதிநிதிகளை உள்ளடக்குவதுடன் அந்த நிறுவனங்களிலிருந்து வேட்பு மனுக்கள் பெற்றுக்கொள்ளப்பட்டதன் பின்னர் நியமனம் செய்வதற்கு தீர்மானிக்கப்பட்டிருந்தது. அவ்வாறே நிறுவனத்தின் நடவடிக்கையை குத்தகைக்குப் பெற்ற வளவில் ஆரம்பிப்பதுவும் கல்வி அமைச்சு நிறுவனத்தை முகாமைத்துவம் செய்யும் பொறுப்பை முறைப்படியாக பொறுப்பேற்கும் வரை கட்டிடத்தை திட்டமிட்டு நிர்மாணிப்பதுவும் கம்பனியின் எதிர்பார்ப்பாக இருந்தது.

4.2.2.2 அதற்கிணங்க மேலுள்ள 4.2.1.4(III) ஆம் பந்தியின் பிரகாரம் 1982 இன் 17 ஆம் இலக்க கம்பனிகள் அதிகாரச்சட்டத்தின் கீழ் “இலங்கை” என்ற பெயரையும் உள்ளடக்கி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனி என்ற பெயருள்ள ஒரு கம்பனி 1999 மார்ச் 26 ஆந் திகதி தோற்றுவிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 06) கம்பனியின் பணிப்பாளர் சபைக்கு மேலே 4.2.2.1 ஆம் பந்தியில் குறிப்பிட்ட நிறுவனங்களின் பிரதிநிதிகள் உள்ளடக்கியிருத்தல் வேண்டும். எவ்வாறாயினும் மொறட்டுவைப் பல்கலைக்கழகத்தின் மூன்று நபர்கள், சர்வதேச வணிக நடவடிக்கை மற்றும் உணவு அமைச்சின் மூன்று நபர்கள், முதலீட்டுச் சபையின் தலைவர், மற்றும் ஏற்றுமதிச் சபையின் தலைவர் ஆகியோரை உள்ளடக்கிய ஒரு கட்டுப்பாட்டுச் சபை கம்பனியை நிர்வகிப்பதற்காக உருவாக்கப்பட்டிருந்தது. (பின்னிணைப்பு 07)

4.2.3 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியின் நடவடிக்கைகளை செயற்படுத்துதல்

4.2.3.1 1999 மே 21 ஆந் திகதி நடாத்தப்பட்ட கூட்டத்திற்கு மொறட்டுவைப் பல்கலைக்கழகத்தின் உபவேந்தர் பங்குபற்றியிருக்காததுடன் அவரைப் பிரதிநிதித்துவப்படுத்தி அப்பல்கலைக்கழகத்தின் விரிவுரையாளர் பங்குபற்றியிருந்தார். அவரினால் நிறுவனத்தை உருவாக்குவது சம்பந்தமான விபரமான செயற்திட்ட பிரேரணை சமர்ப்பிக்கப்பட்டிருந்ததுடன் நிரந்தர கட்டிடத்தை நிர்மாணித்தல் பூர்த்திசெய்யப்படும் வரை நிறுவனத்தின் கல்வி நடவடிக்கைகளை வாடகைக்குப் பெற்றுக்கொண்ட கட்டிடத்தில் மேற்கொள்ள வேண்டுமென குறிப்பிடப்பட்டிருந்தது அதற்கிணங்க நம்பிக்கை பொறுப்புச் சபை பின்வருமாறு அங்கீகாரத்தை வழங்கியிருந்தது.

- (i) தகவல்தொழில்நுட்ப நிறுவனத்தை நிர்மாணிப்பதற்காக ஒதுக்கீடு செய்யப்பட்டுள்ள மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான மாலபே பிரதேசத்தில் அமைந்துள்ள காணியைப் பயன்படுத்துவதற்கு
- (ii) வேலைகள் தொடர்பான செயல்முன்னேற்றத்தை மதிப்பீடு செய்ததன் மற்றும் பரீட்சித்ததன் பின்னர் தகவல் தொழில்நுட்ப நிறுவனத்தை மாலபே காணியில் அமைப்பதற்காகச் செலவு செய்ய வேண்டியிருந்த மூலதனச் செலவிற்காக தவணை ரீதியாக செலுத்துவதற்கு ரூபா 500 மில்லியனை ஒதுக்கீடு செய்தல் இந்த ஒதுக்கீட்டினை மேற்கொள்ளும் போது மஹாபொல புலமைப்பரிசிலினை வழங்குவதற்கு தாக்கம் விளைவிக்காத வகையில் நிதியத்தின் மூலதனத்தை சேகரிப்பதற்குத் தடையில்லாத வகையில் நிதி ஒதுக்கீடு செய்யப்பட வேண்டும் என
- (iii) நிதியத்தினால் 1999 ஆம் ஆண்டின் போது நிதி விடுவிக்கப்படும் வரை தகவல் தொழில்நுட்ப நிறுவனத்தின் அவசர புனரமைப்புச் செலவுகளுக்காக மீள அறவிடப்படுகின்ற முற்பணங்களை வழங்குவதற்கும் உயர்கல்வி அமைச்சினால் புனரமைப்புச் செலவுகளுக்கான திறைசேரி நிதி ஏற்பாட்டை தொழில்நுட்ப நிறுவனத்திற்கு வழங்கியதன் பின்னர் முற்பணத்தை தீர்த்துக் கொள்வதற்கு
- (iv) தகவல் தொழில்நுட்பத்தைக் கற்கின்ற நிதி உதவி தேவைப்படுகின்ற மாணவர்களில் 30 சதவீதத்திற்காக தகவல் தொழில்நுட்ப நிறுவனத்திற்கு கிடைக்கின்ற கட்டண வருமானங்களிலிருந்து உதவி வழங்குதல்.

4.2.3.3 அதன் பின்னர் 1999 செப்டெம்பர் 02 ஆந் திகதி நம்பிக்கையாளர் சபை நடாத்திய கூட்டங்களுக்காக இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியின் தலைவர் மற்றும் முகாமைத்துவ பணிப்பாளருக்கு பங்குபற்றுமாறு அழைப்பு விடுக்கப்பட்டிருந்ததுடன் கம்பனியால் அதுவரை எடுக்கப்பட்ட

நடவடிக்கைகளும் 1999 ஆகஸ்ட் இறுதியில் உள்ளவாறான செயல்முன்னேற்ற அறிக்கையும் நம்பிக்கையாளர் சபைக்கு சமர்ப்பிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 8)

4.2.3.3 மேலும் திறைசேரியானது மீண்டுவரும் செலவுகளுக்காக SLIT நிறுவனத்திற்கு நிதி வழங்குவதற்கு இணங்கியுள்ளது எனவும் அதுவரை மூலதனச் செலவுகளுக்காக மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தால் கொள்ளப்பட்டியில் காணப்பட்ட SLIT நிறுவனத்திற்கு வழங்கப்பட்டுள்ள நிதியை மாலபே SLIT செயற்திட்டத்தின் மூலதனத்தின் ஒரு பகுதியாகக் கருதுமாறும் 2000 மே 29 ஆந் திகதி தீர்மானிக்கப்பட்டிருந்தது (பின்னிணைப்பு 09) மேலும் 2000 மே 03 ஆந் திகதி SLIT நிறுவனத்திற்கு வழங்கப்பட்டுள்ள ரூபா 25 மில்லியனுக்காக மேல் அங்கீகாரத்தை வழங்குவதற்கும் மாலபே SLIT நிறுவனத்தின் மிகுதித் தேவைப்பாட்டிற்கான பணத்தை விடுவிப்பதற்கான சிபாரிசுகளைச் சமர்ப்பிப்பதற்காக ஒரு குழுவினை நியமிப்பதற்கும் கேட்போர் கூடத்திற்கு ஆரம்பிப்பாளர் கௌரவ லலித் அதுலத் முதலி அவர்களின் பெயரை இடுவதற்கும் தீர்மானிக்கப்பட்டிருந்தது. மாலபே கட்டிடத்தை நிர்மாணிப்பதற்கான கேள்வி ஆவணங்கள் அமைச்சரவையினால் நியமிக்கப்பட்ட பெறுகைக் குழுவினால் அங்கீகரிக்கப்பட்டுள்ளது எனவும் நிர்மாணங்களை 2000 ஆகஸ்ட் மத்தியில் அமைச்சரவையால் நியமிக்கப்பட்ட பெறுகைக் குழுவின் கட்டளையின் பிரகாரம் ஆரம்பிக்க முடியும் எனவும் செயற்திட்ட பணிப்பாளர் நம்பிக்கையாளர் சபைக்குத் தெரியப்படுத்தியிருந்தார்.

4.2.3.4 அதற்கிணங்க SLIT செயற்திட்டத்தை விரைவாக முடிவுறுத்துவதற்காக நம்பிக்கைப் பொறுப்பு நிதியம் தேசிய அபிவிருத்தி வங்கியிடமிருந்து ரூபா 175 மில்லியன் கடனைப் பெற்றுக்கொள்வதற்கும் நிவாரணக் காலம் முடிவடைந்து 1½ ஆண்டுகள் காலத்திற்காக மீளச் செலுத்த வேண்டிய கிரயத்தை நிதியம் செலுத்துவதற்கும் கடன் பணத்தை பெற்று 36 மாத கால முடிவின் போது வங்கியினால் பேணப்பட்டு வந்த கடனை மீளச் செலுத்த வேண்டிய துணைப் பதிவேடுகளின் பிரகாரம் கடன் பணத்தை SLIT நிறுவனத்துடன் இணைந்து செலுத்தக்கூடிய இயலுமையினை தேடிப் பார்க்க வேண்டுமெனவும் நம்பிக்கைப் பொறுப்புச் சபை 2000 செப்தம்பர் 06 ஆந் திகதி நடாத்திய கூட்டத்தின் போது தீர்மானம் எடுக்கப்பட்டிருந்தது. மேலும் செயற்திட்டத்தை விரிவுபடுத்துவதற்கு தேவையான மேலதிக நிதிகளை அரசாங்கத்திடமிருந்து பெற்றுக்கொள்வதற்காக அமைச்சரவை விஞ்ஞாபனத்தை சமர்ப்பிப்பதற்கு SLIT நிறுவனத்துடன் புரிந்துணர்வு உடன்படிக்கையில் கைச்சாத்திடுவதற்கும் தீர்மானிக்கப்பட்டிருந்தது (பின்னிணைப்பு 10)

4.2.3.5 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியின் பணிப்பாளர் சபை கல்வி அமைச்சின், உயர்கல்வி அமைச்சின், மஹாபொல உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்தின், பல்கலைக்கழக மானியங்கள் ஆணைக்குழுவின், பல்கலைக்கழகங்களின் மற்றும் திறைசேரியின் பிரதி நிதிகளை உள்ளடக்கியுள்ளது என

மீண்டும் நம்பிக்கைப் பொறுப்பாளர் சபை 2001 மே 10 ஆந் திகதி நடாத்திய கூட்டுக்குறிப்புக்களில் குறிப்பிடப்பட்டிருந்தது. (பின்னிணைப்பு 11) எவ்வாறாயினும் இலங்கை தகவல் தொழில்நுட்ப (பிணையால் வரையறுக்கப்பட்டது) கம்பனியைத் தோற்றுவித்தல் மற்றும் அதில் கம்பனியில் பணிப்பாளர் சபை எவ்வாறு இருக்க வேண்டும் என்பது பற்றி நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபை 2001 மே 10 ஆந் திகதி வரை எச்சந்தர்ப்பத்திலும் உறுதியாக கலந்துரையாடி இருக்கவில்லை.

4.2.3.6 இலங்கையிலுள்ள சட்டத்தின் பிரகாரலம் SLIIT நிறுவனம் தோற்றுவிக்கப்பட்ட காணியின் மற்றும் கட்டிடங்களின் உரிமை நம்பிக்கைப் பொறுப்பு நிதியத்திற்குரியது எனவும் அது உத்தரவாதத்தால் வரையறுக்கப்பட்ட கம்பனி என்பதனால் பங்கிலாபத்தைச் செலுத்துவதற்கு முடியாதுள்ளது. எனவும் அதனால் SLIIT நிறுவனம் மற்றும் அதன் பணிப்பாளர் சபையை மஹபொல நம்பின்கைப் பொறுப்பு நிதியத்தின் கீழ் கொண்டுவருவதற்கும் அதனை SLIIT மஹபொல கெம்பஸ் ஆக மீண்டும் பெயரிடுவதற்கும் தொழில்நுட்ப மற்றும் நிறுவன நடவடிக்கைகள் சம்பந்தமான SLIIT நிறுசனத்திற்கு சுதந்திரத்தை வழங்குவதற்கும் நம்பிக்கைப் பொறுப்பாளர் சபை 2002 மார்ச் 13 ஆந் திகதி நடாத்திய கூட்டத்தின் போது தீர்மானிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 12)

4.2.3.7 மேலும் SLIIT மஹபொல கெம்பஸில் மாணவர் கற்கை நெறிக் கட்டணமானது மத்தியதர வருமானம் பெறுகின்ற மாணவர்களால் செலுத்தக்கூடியதாக இருக்க வேண்டும் என்பதனால் உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் முன் அங்கீகாரமின்றி கற்கை நெறிக் கட்டணங்களை அதிகரிக்காதிருக்க வேண்டுமென மஹபொல உயர்கல்வி புலமைப் பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபை 2003 பெப்ரவரி 05 ஆந் திகதி நடாத்திய கூட்டத்தின் போது தீர்மானித்திருந்தது. (பின்னிணைப்பு 13)

4.3 நம்பிக்கைப் பொறுப்பாளர் சபை இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன் மேற்கொண்ட முதலாவது உடன்படிக்கை

4.3.1 2003 பெப்ரவரி 05 ஆந் திகதி நம்பிக்கைப் பொறுப்பாளர் சபையால் 11 “மஹபொல கெம்பஸ்” இனை முகாமைத்துவம் செய்வதற்காக SLIIT நிறுவனத்துடன் முகாமைத்துவ உடன்படிக்கை செய்து கொள்வதற்கு எடுக்கப்பட்ட தீர்மானத்தின் பிரகாரம் மஹபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியம் 2003 மார்ச் 19 ஆந் திகதி இலங்கை தகவல் தொழில் நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனியுடன் உடன்படிக்கை செய்து கொண்டிருந்தது. மேலும், முதல் தடவையாக பல்கலைக்கழகத்தை உருவாக்கிய 2002 ஆம் ஆண்டிலிருந்து 8 ஆண்டுகள் காலத்திற்கு பல்கலைக்கழகத்தை முகாமைத்துவம் செய்வதற்காகவும் உடன்படிக்கையின்

செயலாற்றலின் பிரகாரம் இரண்டு தரப்பினர்களும் உடன்பட்டால் காலப் பகுதியை நீடிப்பதற்கும் உடன்படிக்கையின் பிரகாரம் வாய்ப்பு இருந்தது. மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கான நம்பிக்கைப் பொறுப்பு பணிப்பாளர்களாக உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் அமைச்சில் அப்போதிருந்த செயலாளரும் ஆரம்பிப்பாளரால் நியமிக்கப்பட்ட அங்கத்தவரும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனிக்காக தலைவரும் மற்றும் முகாமைத்துவ பணிப்பாளரும் இந்த உடன்படிக்கையில் கைச்சாத்திட்டிருந்தனர் (பிண்ணினைப்பு 14)

4.3.2 SLIT நிறுவனம் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்துடன் பேணப்பட வேண்டிய தொடர்புகள்

4.3.2.1 மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்பார் சபை 2004 யூலை 12 ஆந் திகதி நடாத்திய கூட்ட குறிப்புக்களின் பிரகாரம் SLIT நிறுவனத்தினால் தகவல் தொழில்நுட்பத்தை பயிலுகின்ற மாணவர்களில் 30 சதவீதத்தினர்களுக்கு புலமைப்பரிசில்களை வழங்குவதற்கும் அதற்காக ரூபா 10 மில்லியனுக்கு குறையாத தொகையை வருடாந்தம் மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு செலுத்துவதற்கும் தற்பொழுதுள்ள புரிந்துணர்வு உடன்படிக்கையை மிகவும் வரவேற்க கூடியதாக திருத்தம் செய்தவற்கும் SLIT நிறுவனத்தின் பிரதான நிறைவேற்றுனர் பிரேரணை செய்யதிருந்ததுடன் அது தொடர்பாக பரீட்சித்து சபைக்கு அறிக்கை சமர்ப்பிப்பதற்கு அமைச்சர் இணங்கியிருந்தார் (பிண்ணினைப்பு 15)

4.3.2.2 அதற்கிணங்க மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபை 2005 பெப்ரவரி 03 ஆந் திகதி நடாத்திய கூட்டத்திற்கு உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் அமைச்சின் அப்போதைய செயலாளரால் சமர்ப்பிக்கப்பட்ட பணிப்பாளர் சபை பத்திரத்தில் 1999 ஆம் ஆண்டின் பின்னர் SLIT இன் பணிப்பாளர் சபையை நியமிக்கும் அதிகாரம் SLIT இன் பணிப்பாளர் சபைக்கு வழங்கப்பட்டுள்ளது எனவும் பங்குதாரர்களின் உரிமை தெளிவற்றது எனவும் எவ்வாறாயினும் ஐந்தொகையில் மஹாபொல பங்களிப்பு மாத்திரம் குறிப்பிடப்பட்டுள்ளது. எனவும் மூலதனக் கணக்கில் நிறுத்திவைக்கப்பட்டுள்ள இலாபம் காட்டப்பட்டுள்ளது எனவும் ஆரம்பத்திலேயே வணிக மற்றும் கல்வி அமைச்சர் SLIT இன் பணிப்பாளர் சபை அரசாங்க உத்தியோகத்தர்களிலிருந்து நியமிக்கப்பட்டது எனவும் தற்பொழுது ஆயுட்காலத்திற்காக பணிப்பாளர்கள் சபை அங்கத்தவர்கள் தற்போதுள்ள பணிப்பாளர் சபையால் நியமிக்கப்பட்டுள்ளதாகவும் SLIT நிறுவனம் தகவல் தொழில்நுட்பக் கல்விக்கு மேலதிகமாக கணக்கீடு முகாமைத்தவம் ஆகிய ஏனைய துறைகள் தொடர்பாகவும் கவனம் செலுத்தியுள்ளதனால் SLIT நிறுவனத்தின் பிரதான குறிக்கோள் மாற்றமடைந்துள்ளதாகவும் என்டிபி வங்கியிடமிருந்து பெற்றுக்கொண்ட கடன்

தொடர்ந்தும் செலுத்தப்பட்டு வருவதாகவும் தெரியப்படுத்தப்பட்டிருந்தது. (பிண்ணினைப்பு 16)

4.3.2.3 மேலும் SLIIT நிறுவனத்திற்கும் நம்பிக்கைப் பொறுப்பு நிதியத்திற்குமிடையே மேற்கொள்வதற்கு உத்தேசிக்கப்பட்டிருந்த வரைவு உடன்படிக்கை சம்பந்தமாக கலந்துரையாடப்பட்டிருந்தது. SLIIT நிறுவனம் ஒரு வணிக நிறுவனமாக பேணப்பட்டுவருவதனால் நியாயமான பிரதிபலன் மஹாபொல உயர்கவல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு பெற்றுக்கொள்ள வேண்டியிருந்ததனால் இலாபத்தில் 25 சதவீதம் அல்லது ரூபா 12.5 மில்லியன் ஆகிய பெறுமதிகளில் கூடிய பெறுமதியை SLIIT நிறுவனத்தினால் பெற்றுக்கொள்வதற்கும் மேற்கூறிய 4.3.2.2 ஆம் பந்தியில் குறிப்பிடப்பட்ட பணிப்பாளர் சபைக் கூட்டத்தின் போது தீர்மானிக்கப்பட்டிருந்தது.

4.3.2.4 மேலும், நிறுவனம் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தி மூலதனத்திலிருந்து ஆரம்பிக்கப்பட்டிருள்ளதனால் தேசிய தேவைப்பாட்டினைப் பற்றி கவனத்தில் கொண்டு மஹாபொல நிதியத்தின் நெருங்கிய தொடர்புகளை பேணிக்கொள்ள வேண்டுமெனவும் SLIIT இல் நிதியத்தின் பிரதிநித்துவத்தை அதிகரிப்பதற்காக கம்பனியின் பணிப்பாளர் சபையிலிருந்து 1/3 இனை மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தில் நியமிப்பதற்கும், தீர்மானிக்கப்பட்டிருந்தது. மேலும், நம்பிக்கைப் பொறுப்பு நிதியத்தின் ஒரு அங்கத்தவர் நம்பிக்கைப் பொறுப்பு நிதியத்தை பிரதிநிதித்துவம் செய்வதற்காக SLIIT இல் பணிப்பாளர் சபை அங்கத்தவராக நியமிப்பதற்கும் தேசிய அபிவிருத்தி வங்கியிடமிருந்து பெற்றுக்கொள்ளப்பட்ட கடனை நம்பிக்கைப் பொறுப்பு நிதியத்தால் மீளச் செலுத்துவதற்கும் எதிர்காலத்தில் மேற்கொள்ளப்படுகின்ற அனைத்து மேம்படுத்தல்களும் மற்றும் நிர்மாணங்கள் அல்லது ஏனைய செயற்திட்டங்களை செயற்படுத்துவதற்காக நிதியத்தின் அங்கீகாரத்துடன் மாத்திரம் மேற்கொள்வதற்கும், அந் நிறுவனம் எந்த வகையிலும் நிதியத்திற்கு பிரச்சினைகள் செய்யாதிருக்க வேண்டுமெனவும், புலமைப்பரிசிலினை வழங்குவதற்காக செலவு செய்யப்படுவதன் காரணமாக எந்த வகையிலும் உடன்படிக்கையில் குறிப்பிட்ட பங்களிப்பில் குறைவு இல்லாதிருக்க வேண்டுமெனவும் தீர்மானிக்கப்பட்டிருந்தது. மேலும் தற்பொழுது காணப்படுகின்ற புரிந்துணர்வு உடன்படிக்கையைப் பரீட்சித்து SLIIT இன் வளங்களை ஈடுபடுத்துவதற்காக அதிக சுதந்திரம் வழங்குவது சம்பந்தமாக கவனம் செலுத்துமாறு ஆரம்பிப்பிப்பாளரால் நியமிக்கப்பட்ட அங்கத்தவரால் வேண்டுகோள் விடுவிக்கப்பட்டிருந்தது.

4.3.2.5 நம்பிக்கைப் பொறுப்பாளர் சபை 2005 பெ்ரவரி 03 ஆந் திகதி நடாத்திய மேற்கூறிய கூட்டத்தின் போது ஆரம்பிப்பாளரால் நியமிக்கப்பட்ட மேற்குறிப்பிட்ட அங்கத்தவர் நம்பிக்கைப் பொறுப்பு நிதியத்தை பிரதிநிதித்துவப்படுத்தி இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனியின் பணிப்பாளர் சபை அங்கத்தவராக

நியமிப்பதற்கு நம்பிக்கைப் பொறுப்பு நிதியம் ஆலோசனை வழங்கியுள்ளது எனவும் உத்தேச குத்தகை உடன்படிக்கையை மீளாய்வு செய்வதற்காக அவருக்கு ஒப்படைக்கப்பட்டுள்ளது எனவும் உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் அமைச்சில் அப்போதிருந்த செயலாளர் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனியின் தலைவருக்கு விலாசமிடப்பட்ட 2-6/எம்பி/1/ SLIT ஆம் இலக்க 2005 பெப்ரவரி மாத திகதியற்ற கடிதத்தின் மூலம் தெரிவிக்கப்பட்டிருந்தது. (பின்னினைப்பு 17)

4.4. நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனிக்குமிடையே மேற்கொள்ளப்பட்ட இரண்டாவது உடன்படிக்கை

4.4.1 நம்பிக்கையாளர் சபையால் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனிக்குமிடையே திருத்தங்களுக்கு உட்பட்டு உடன்படிக்கையில் கைச்சாத்திடுவதற்கு நம்பிக்கைப் பொறுப்பு நிதியம் சார்பாக 4.3.2.4 ஆம் பந்தியல் குறிப்பிட்ட ஆரம்பிப்பாளரால் நியமிக்கப்பட்ட அங்கத்தவருக்கும் உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் அமைச்சின் அப்போதைய செயலாளருக்கும் 2005 யூலை 18 ஆந் திகதி நம்பிக்கைப் பொறுப்புச் சபையால் அதிகாரம் ஒப்படைக்கப்பட்டிருந்தது. அதற்கிணங்க 2005 நவம்பர் 14 ஆந் திகதி நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனிக்குமிடையே ஒரு புதிய உடன்படிக்கை கைச்சாத்திடப்பட்டிருந்தது. அதற்கிணங்க மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியம் சார்பாக மேற்கூறிய அதிகாரம் ஒப்படைக்கப்பட்ட நபரினாலும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனி சார்பாக பணிப்பாளர் முகாமைத்துவ பணிப்பாளராக உடன்படிக்கையில் கைச்சாத்திட்டிருந்தனர். (பின்னினைப்பு 18)

4.4.2 நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் இடையே 2003 மார்ச் 19 ஆந் திகதி கைச்சாத்திட்டப்பட்ட உடன்படிக்கையின் பிரகாரம் பல்கலைக்கழகம் சம்பந்தமான அபிவிருத்திச் செயற்பாடுகள் தொடர்பான சிபார்சு நம்பிக்கையாளர் சபைக்கு ஒப்படைக்கப்பட்டிருந்ததுடன் பல்கலைக்கழகத்தின் முன்னேற்றத்தை முன்னிட்டு மேற்கொள்ளப்படுகின்ற அனைத்து நடவடிக்கைகளும் நம்பிக்கைப் பொறுப்பு நிதியத்தின் இணக்கப்பாட்டின் பேரில் மேற்கொள்ளப்படுதல் வேண்டும். எவ்வாறாயினும், நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் SLIT நிறுவனத்திற்குமிடையே 2005 நவம்பர் 14 ஆந் திகதி மேற்கொள்ளப்பட்ட இரண்டாவது உடன்படிக்கையின் பிரகாரம் SLIT நிறுவனத்தின் குறிக்கோளை நிறைவேற்றுவதற்காக அதன் பணிப்பாளர் சபையின் அபிப்பிராயத்தின் பிரகாரம் தீர்மானம் எடுக்கப்படுகின்ற வகையில் இப் பல்கலைக்கழகத்தின் செயற்பாட்டு நடவடிக்கைகளை மேற்கொள்வதற்கும் அதற்கிணங்க சுற்றறிக்கையைத் தயாரிப்பதற்கும்

பரீட்சைகளை நடாத்துவதற்காக ஆயத்தமாவதற்கும், மாணவர்களைச் சேர்த்துக்கொள்வதற்கும் கல்விசார் பதவியணியினரை சேவையில் ஈடுபடுவதற்கும் முகாமைத்துவம் மற்றும் உட்கட்டமைப்பு வசதிகளின் பராமரிப்பு நடவடிக்கைகளை மேற்கொள்வதற்கும் பிரதான நிர்மாணங்களின் போது மாத்திரம் நம்பிக்கைப் பொறுப்பு நிதியத்தின் அங்கீகாரத்திற்கு உட்பட்டு நடவடிக்கைகளை மேற்கொள்வதற்கும் இணக்கம் செய்யப்பட்டிருந்தது.

4.4.2 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால்) வரையறுக்கப்பட்ட கம்பனியால் செலுத்த வேண்டிய குத்தகை

2005 நவம்பர் 14 ஆந் திகதி கைச்சாத்திட்ட புதிய உடன்படிக்கையின் 5(அ)(I) ஆம் பந்தியின் கீழ் நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான 25 ஏக்கர் காணி குத்தகை அடிப்படையில் SLIIT நிறுவனத்திற்கு வழங்கப்பட்டிருந்ததுடன் வருடாந்த குத்தகையாக ரூபா 8 மில்லியன் அல்லது SLIIT மாலபே கெம்பஸின் வருடாந்த தேறிய இலாபத்தில் 20 சதவீதம் ஆகிய இரண்டு பெறுமதிகளின் அதிக பெறுமதியைச் செலுத்த வேண்டுமென உடன்பாடு செய்யப்பட்டிருந்தது. அதற்கிணங்க 2015 மே 12 அந் திகதியளவில் நிலுவையாகவிருந்த குத்தகை ரூபா 98,642,356 ஆகும். (பின்னினைப்பு 19) இந் நிலுவைக் குத்தகையை கவனத்தில் கொள்ளாது நம்பிக்கைப் பொறுப்பு நிதியம் 2015 மே 12 ஆந் திகதி கம்பனியுடன் புதிய உடன்படிக்கையில் கைச்சாத்திட்டிருந்ததுடன் அந்த உடன்படிக்கையின் பிரகாரம் வருடாந்தம் அறவிட வேண்டிய குத்தகை ரூபா 20 மில்லியனுக்கு மட்டுப்படுத்தப்பட்டிருந்ததன் காரணமாக நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய குத்தகை 2015 ஆம் ஆண்டின் இரண்டாம் அரையாண்டிலிருந்து 2017 திசெம்பர் 31 ஆந் திகதி வரை ரூபா 120.99 மில்லியனால் குறைவடைந்திருந்தது. மேலும் நிறுவனத்தினால் கட்டிடங்களை நிர்மாணிக்கும் போது நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபையின் அனுமதியும் பெற்றுக்கொள்ளப்பட்டிருக்கவில்லை.

4.5 56.10 ஆம் இலக்க பணிப்பாளர் சபை பத்திரம்

மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபை 2012 திசெம்பர் 31 ஆந் திகதியின் பின்னர் கூட்டங்களை நடத்தாதிருந்ததுடன் 2015 மார்ச் 19 ஆந் திகதி நடாத்தப்பட்ட கூட்டத்தின் போது நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் SLIIT நிறுவனத்திற்குமிடையேயுள்ள தொடர்பை விசாரித்தறிந்து அறிக்கையிடுமாறு நிதியத்தின் ஆரம்பிப்பாளரால் நியமிக்கப்பட்ட அங்கத்தவருக்கு ஒப்படைக்கப்பட்டிருந்தது. (பின்னினைப்பு 20)

அதற்கிணங்க அந்த அங்கத்தவரால் 2015 ஏப்ரல் 29 ஆந் திகதி நடைபெற்ற நம்பிக்கைப் பொறுப்பாளர் சபைக் கூட்டத்திற்கு 2015 ஏப்ரல் 20 ஆந் திகதி சமர்ப்பிக்கப்பட்ட 56.10

ஆம் இலக்க சபை பத்திரத்தினால் நிதியத்திற்கு இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனியிடம் உள்ள உரிமை சம்பந்தமாக பிழையான தகவல்கள் சமர்ப்பிக்கப்பட்டிருந்ததுடன் நம்பிக்கைப் பொறுப்பாளர் சபை அது சம்பந்தமாக எதுவித விசாரணையும் செய்யாது கீழே 4.6 ஆம் பந்தியில் காட்டப்பட்டவாறு 2015 மே 12 ஆந் திகதி நம்பிக்கைப் பொறுப்பு நிதியம் மீண்டும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன் இரண்டு உடன்படிக்கைகளில் கைச்சாத்திட்டிருந்தது.

4.6 2015 மே 12 ஆந் திகதி இலங்கை தகவல் தொழில்நுட்ப கம்பனியுடன் செய்து கொண்ட புதிய உடன்படிக்கை

2015 மே 12 ஆந் திகதி நம்பிக்கைப் பொறுப்பாளர் நிதியம் மீண்டும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனியுடன் இரண்டு உடன்படிக்கைகளில் கைச்சாத்திட்டிருந்தது.

4.6.1 முதலாவது உடன்படிக்கை

மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தால் மாலபே SLIIT நிறுவனத்தின் கட்டிடத்தை நிர்மாணிப்பதற்காக செலவு செய்யப்பட்ட ரூபா 373,579,392 முதலீட்டுக்குச் சமனான பணமும் நம்பிக்கைப் பொறுப்பு நிதியத்தால் SLIIT நிறுவனத்தில் மாணவர்களுக்கு மஹாபொல புலமைப்பரிசில் வழங்குவதற்காக மேற்கொள்ளப்பட்ட செலவும் ஏனைய துணைச் செலவுகளையும் உள்ளடக்கி ரூபா 408,500,000 மொத்த தொகையை நிதியத்திக்கு மீளளிப்புச் செய்த இலங்கை தகவல் தொழில் நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனி நம்பிக்கைப் பொறுப்பு நிதியத்திலிருந்து பிரிக்கப்பட்ட சுயாதீனமான ஒரு நிறுவனமாக தோற்றுவிப்பதற்கான உடன்படிக்கை (பின்னிணைப்பு 21)

4.6.2 இரண்டாவது உடன்படிக்கை

மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனிக்குமிடையே 2015 மே 12 ஆந் திகதி செய்து கொள்ளப்பட்ட குத்தகை உடன்படிக்கையாகும். (பின்னிணைப்பு 22)

4.7 2017 மே 04 ஆந் திகதிய அமைச்சரவை தீர்மானம்

“இலங்கை தகவல் தொழில்நுட்ப நிறுவனம் (SLIT) என்ற தலைப்பில் அதிமேதக சனாதிபதி அவர்களால் 2017 மே 04 ஆந் திகதி சமர்ப்பித்த அமைச்சரவை குறிப்பின் பிரகாரம் பின்வரும் விடயங்களுக்காக அங்கீகாரத்தினை வழங்குவதற்கு 2017 மே 04 ஆந் திகதி அமைச்சரவை தீர்மானித்திருந்தது. (பின்னிணைப்பு 23)

- (i) இலங்கை தகவல் தொழில்நுட்ப நிறுவனத்தை அரசாங்கத்திற்குச் சொந்தமில்லாத சுயாதீனமான சுய தீர்மானம் எடுக்கும் ஆற்றலுள்ள ஒரு நிறுவனமாக ஏற்றுக்கொள்ளல் மற்றும்,
- (ii) அந்த நிறுவனம் எதுவித அமைச்சினதும் நோக்கெல்லைக்குள் கொண்டு வரப்படாத வகையில் அமைச்சர்களின் விடயங்களிலுள்ள செயற்பாடுகளை ஒப்படைப்பதற்குரிய வர்த்தமானி அறிவித்தலிருந்த மேலே கூறப்பட்ட நிறுவனத்தின் பெயரை அகற்றுதல்.

4.8 அபிவிருத்தி லொத்தர் சபைக்கும் நம்பிக்கைப் பொறுப்பு நிதியத்திற்குமிடையிலான தொடர்புகள்

4.8.1 அபிவிருத்தி லொத்தர் சபை நம்பிக்கைப் பொறுப்பின் பெயரில் 1993 மே 25 ஆந் திகதி ஒரு நம்பிக்கைப் பொறுப்பு தோற்றுவித்திருந்ததுடன் பின்னர் இந்த நம்பிக்கைப் பொறுப்பு 1997 இன் 20 ஆம் இலக்க அபிவிருத்தி லொத்தர் சபை அதிகாரச் சட்டத்தினால் அபிவிருத்தி லொத்தர் சபைக்கு ஒப்படைக்கப்பட்டிருந்தது. (பின்னிணைப்பு 24) நம்பிக்கைப் பொறுப்பு நிதியத்தினால் அபிவிருத்தி லொத்தர் சபையின் நம்பிக்கைப் முதலீடு செய்யப்பட ரூபா 2,200,000 பணம் அபிவிருத்தி லொத்தர் சபையின் நம்பிக்கைப் பொறுப்பு நிதியத்தின் முதலீடாகக் கருதப்பட்டது. அவ்வாறே அதிகாரச் சட்டத்தின் 11(1) (ஆ)இன் பிரகாரம் நடாத்தப்பட்ட லொத்தர்களிலிருந்து பெற்றுக்கொள்ளப்படுகின்ற பணம் சனாதிபதி நிதியத்தினூடாக மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு அனுப்பி வைக்கப்படுதல் வேண்டும். இந்த அதிகாரச் சட்டத்தின் பிரகாரம் மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் தலைவர் அல்லது அவரின் ஒரு பிரதிதி அபிவிருத்தி லொத்தர் சபையின் அங்கத்தவராவார்

4.8.2 கல்விப் பொதுத்தராதரப் (உயர்தரம்) கற்கும் மாணவர்களுக்கு சனாதிபதி நிதியத்திலிருந்து வழங்கப்படுகின்ற புலமைப்பரிசில்களுக்காக தேவையான பணத்தில் 50 சதவீதத்தை மஹாபொல உயர் கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு வழங்கப்படுகின்ற பணத்திலிருந்து பெற்றுக்கொள்வதற்கு சனாதிபதி நிதியத்தின் நிர்வாக சபை கூட்டத்தின் போது தீர்மானிக்கப்பட்டுள்ளது. என சனாதிபதியின் செயலாளரால் பீஎப்/புலமைப்பரிசில்/2007/188 ஆம் இலக்க 2007 மார்ச் 06 ஆந் திகதிய கடிதத்தில் வர்த்தக சந்தைப்படுத்தல், அபிவிருத்தி, கூட்டுறவு மற்றும் நுகர்வோர் சேவை அமைச்ச

செயலாளருக்கு தெரிவிக்கப்பட்டிருந்தது. நம்பிக்கைப் பொறுப்பாளர் சபை 2008 ஒக்தோபர் 10 ஆந் திகதி நடாத்திய கூட்டத்தின் பொது அபிவிருத்தி லொத்தர் சபையிடமிருந்து கிடைக்க வேண்டிய 50 சதவீத பணம் தாமதமின்றியும் எதுவித கழித்தல்களும் இன்றியும் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு அனப்பி வைக்குமாறும் லொத்தர்களில் கோரப்பமாத பரிசுப் பணத்திலிருந்து பெற வேண்டிய சமமான பங்கினை அனுப்பி வைக்குமாறும் சனாதிபதி செயலாளருக்கு தெரிவிப்பதற்க தீர்மானிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 26)

எவ்வாறாயினும், சனாதிபதி உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்தால் 2007 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரையான காலத்துள் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய பணத்தில் ரூபா 435,418,232 புலமைப்பரிசில்களை வழங்குவதற்காக கழிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 25)

4.9 நெசனல் வெல்த் கோப்பரேசன் லிமிட்டை தோற்றுவித்தல்

4.9.1 மூலதனமாக மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியதிலிருந்து ரூபா 200 மில்லியன் தொடக்க முதலீட்டினாலும் ரூபா 10 மில்லியன் கடன் பணத்தினாலும் (சந்தையில் நிலவுகின்ற வட்டிக்கு) நெசனல் வெல்த் கோப்பரேசன் என்ற பெயரில் ஒரு கம்பனியை தோற்றுவிப்பதற்கும் அதன் பங்கிலாபங்களுக்கு மேலதிகமாக தொடக்க முதலீட்டிற்காக சந்தையில் நிலவுகின்ற வட்டியைச் செலுத்துவதற்கும் உட்பட்டு நம்பிக்கைப் பொறுப்புச் சபை 2003 பெப்ரவரி 05 ஆந் திகதி அங்கீகாரம் வழங்கியிருந்ததுடன் அதற்கிணங்க 2003 ஆம் ஆண்டின் பொது கம்பனி தோற்றுவிக்கப்பட்டிருந்தது. (பின்னிணைப்பு 13)

4.9.2 நம்பிக்கைப் பொறுப்பு நிதியம் இக் கம்பனியுடன் 2003 நவம்பர் 18 ஆந் திகதி கைச்சாத்திட்ட உடன்படிக்கையின் பிரகாரம் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான ரூபா 3,160,700,000 தொகையான நிதியத்தை முகாமைத்துவம் செய்தலும் இக் கம்பனிக்கு ஒப்படைக்கப்பட்டிருந்தது. (பின்னிணைப்பு 27)

4.9.3 நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் கம்பனிக்குமிடையே மேற்கொள்ளப்பட்ட மேலே 4.8.2 ஆம் பந்தியில் குறிப்பிடப்பட்ட நிதியத்தின் முகாமைத்துவ உடன்படிக்கையில் 2.1 ஆம் பிரிவின் பிரகாரம் (பின்னிணைப்பு 7) நம்பிக்கைப் பொறுப்பு நிதியத்தால் நியமிக்கப்பட்ட முதலீட்டுக் குழுவால் அனைத்து முதலீட்டுத் தீர்மானங்களும் எடுக்கப்படல் வேண்டும். நம்பிக்கைப் பொறுப்பாளர் சபையால் ஒரு முதலீட்டுக் குழு 2017 ஒக்தோபர் 10 ஆந் திகதி நியமிக்கப்பட்டிருந்தும் 2018 மே 03 ஆந் திகதி வரை குழு கூடியிருக்கவில்லை. (பின்னிணைப்பு 28)

4.9.4 நம்பிக்கைப் பொறுப்பு நிதியம் 2016 சனவரி 01 ஆந் திகதியில் உள்ளவாறு முதலீட்டு பிரிவில் முதலீடு செய்த மொத்த பணம் ரூபா 7,886,381,842 தொகையும் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தால் நெசனல் வெல்த் கோப்பரேசன் கம்பனியில் முதலீடு

செய்த மூலதனம் ரூபா 985,500,070 தொகையுமாக இருந்ததுடன் மொத்த தொகை ரூபா 8,871,881,912 ஆகும். 2016 ஆம் ஆண்டின் போது இந்த முதலீட்டிலிருந்து உழைத்த வருமானம் ரூபா 228,965,666 ஆகும். அதற்கிணங்க முதலீட்டின் மீதான நலன் விகிதம் 2.58 சதவீதமாகும். அந்த ஆண்டில் நிலவிய நிலையான வைப்புக்களுக்காக மத்திய வங்கியின் வட்டி விகிதம் சராசரியாக 8.93 சதவீதமாகும். அதற்கிணங்க இக் கம்பனியில் பணத்தை முதலீடு செய்து உழைக்கக் கூடியதாக இருந்த ரூபா 563,441,253 வருமானம் 2016 ஆம் ஆண்டின் போது நிதியத்தால் இழக்கப்பட்டிருந்தது.

4.9.5 கம்பனியால் 2012 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரை பிணையங்கள் கொடுக்கல் வாங்கல்களினூடாக உழைக்கப்பட்ட மூலதன தேறிய இலாபம் / (நட்டம்) கீழே தரப்படுகின்றது.

ஆண்டு	பிணையங்கள் கொடுக்கல் வாங்கல்களினூடாக உழைக்கப்பட்ட தேறிய இலாபம் / (நட்டம்)
	ரூபா / மில்லியன்
2012	8.279
2013	5.819
2014	14.774
2015	(18.520)
2016	(102.941)
2017	0.257

4.10 நெட் வெல்த் சிகியுரிடீஸ் லிமிடட்டிற்கும் நிதியத்திற்குமிடையிலான தொடர்பு

4.10.1 மஹாபொல உயர் கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்தால் இக் கம்பனியின் சாதாரண பங்குகளில் நேரடியாக பணம் முதலீடு செய்யப்பட்டிருக்கவில்லை. ஆனால் நம்பிக்கைப் பொறுப்பு நிதியத்தின் துணைக் கம்பனியான நெசனல் வெல்த் கோப்பரேசன் லிமிடட் கம்பனியால் ரூபா 1,175 மில்லியன் பணம் முழு உரிமையுடனான துணைக்கம்பனியாக உருவாக்கப்பட்ட மேற்கூறிய கம்பனியில் முதலீடு செய்யப்பட்டிருந்தது. அதற்கிணங்க நெட் வெல்த் சிகியுரிடீஸ் லிமிடட் கம்பனி நம்பிக்கைப் பொறுப்பு நிதியத்தின் உப துணைக் கம்பனியாகும். 2003 ஆம் ஆண்டின் போது நெட் வெல்த் சிகியுரிடீஸ் கம்பனி தொடக்க கொடுக்கல் வாங்கல்தாரராக இலங்கை மத்திய வங்கியில் பதிவு செய்யப்பட்டுள்ளது.

4.10.2 முதலீட்டு முகாமைத்துவ உடன்படிக்கையின் 2.1 ஆம் பிரிவிற்கு முரணாக மேற்கூறிய கம்பனியின் பிரதான நிறைவேற்று பணிப்பாளரும் பிரதான கொடுக்கல் வாங்கல்தாரரும், ட்ரிலியன் சிகியூரிடீஸ் தனியார் கம்பனி மற்றும் வேர்சுவல் இன்வெஸ்ட்மென்ட் என்ட் ட்ரேடிங் இலங்கை தனியார் கம்பனி ஆகிய பெயருள்ள 02 தனியார் கம்பனிகளுடன் 2013 மற்றும் 2014 ஆம் ஆண்டுகளில் மீள் கொள்வனவு கொடுக்கல் வாங்கல்களை மேற்கொண்டமை சம்பந்தமான முதலீட்டுத் தீர்மானம் எடுப்பதற்கு சம்பந்தப்பட்டிருந்தனர். பின்னர் இது சம்பந்தமாக கம்பனியால் தடயக் கணக்காய்வு மேற்கொள்ளப்பட்டிருந்தது.

4.10.3 உள்நாட்டு திறைசேரி உண்டியல் (தொடக்க கொடுக்கல் வாங்கல்தாரர்) விதி இலக்கம் 11(2), 2009 யூன் 24 ஆந் திகதிய விதி இலக்கம் 01/2009 மற்றும் பதிவு செய்யப்பட்ட பங்குகள் மற்றும் பிணையங்கள் (தொடக்க கொடுக்கல் வாங்கல்தாரர்) விதி இலக்கம் 11(2) 2009 யூன் 24 ஆந் திகதிய 01/2009 ஆம் இலக்கம் என்பவற்றின் பிரகாரம் தகமை பெற்ற அதிகாரத்தின் கீழ் மேற்கூறிய இரண்டு சேவை பிரேரணையாளர்களுடனான மீள் கொள்வனவு உடன்படிக்கையின் பிரகாரம் மீள் கொள்வனவு கொடுக்கல் வாங்கல்களின் ஊடாக உருவாகியுள்ள அனைத்து கட்டணங்களையும் மேற்கூறிய இரண்டு சேவை பிரேரணையாளர்களுக்கு நிர்ணயிக்கப்பட்டவாறு செலுத்துவதற்கான ஆலோசனை தெரிவித்தல் இலங்கை மத்திய வங்கியால் 2015 ஆகஸ்ட் 07 ஆந் திகதி கம்பனிக்கு ஒரு கட்டளை வழங்கப்பட்டிருந்தது. (பின்னிணைப்பு 30) இலங்கை மத்திய வங்கியால் இக் கட்டளை இரத்துச் செய்யப்பட்டிருக்காததனால் கம்பனி அதற்கிணங்க நடவடிக்கை எடுப்பதற்கான பொறுப்புக்கு கட்டுப்பட்டுள்ளது.

4.10.4 இலங்கை மத்தி வங்கியால் விடுவிக்கப்பட்ட இக் கட்டளைக்கு எதிராக கம்பனியால் 2015 ஆகஸ்ட் 18 ஆந் திகதி மேன்முறையீட்டு நீதிமன்றத்தால் மேன்முறையீடு தாக்கல் செய்யப்பட்டிருந்ததுடன் 2015 செப்டெம்பர் 04 ஆந் திகதி வரை அக்கட்டளையை அமுல்படுத்த வேண்டாம் எனக் கூறி மேல்முறையீட்டு நீதிமன்றத்தால் இடைக்கால உத்தரவு வழங்கப்பட்டிருந்தது. எவ்வாறாயினும் அனைத்து பிரதிவாதிகளாலும் மேற்கொள்ளப்பட்ட வேண்டுகளைக் கவனத்தில் கொண்டு 2016 மார்ச் 29 ஆந் திகதி மேற்கூறிய இடைக்கால உத்தரவு மேன்முறையீட்டு நீதிமன்றத்தால் இரத்துச் செய்யப்பட்டிருந்தது. பின்னர் மேல் முறையீட்டு நீதிமன்றத்தால் வழங்கப்பட்ட தீர்ப்பை சவாலுக்கு உட்படுத்தி 2016 ஏப்ரல் 18 ஆந் திகதி இக் கம்பனியால் உச்ச நீதிமன்றத்தில் மற்றுமொரு மேன்முறையீடு செய்யப்பட்டிருந்த போதிலும் உச்ச நீதி மன்றத்தினால் கம்பனிக்குச் சார்பாக எதுவித தீர்ப்புக்களும் வழங்கியிருக்கவில்லை. எனினும், 2016 செப்டெம்பர் 27 ஆந் திகதி தடயக் கணக்காய்வு அறிக்கை கம்பனியால் இலங்கை மத்திய வங்கிக்கு வழங்கப்பட்டிருந்தது. எவ்வாறாயினும், 2018 ஆம் ஆண்டு வரை இலங்கை மத்திய வங்கி இது சம்பந்தமாக எதுவித கட்டளைகளையும் கம்பனிக்கு வழங்கியிருக்கவில்லை.

4.10.5 2014 ஆம் ஆண்டின் போது 02 தனியார் கம்பனிகளுக்குச் (வயிட் குரோவ் ஹொல்டிங்ஸ் மற்றும் எஸ்டர்ல் கெபிடல் ஹொல்டிங்ஸ்) செலுத்தப்பட்ட ரூபா 19,723,541 தொகையான முறையற்ற தரகுக் கட்டணம் சம்பந்தமாக நெட் வெல்த் சிகியூரீடீஸ் கம்பனியால் 2016 ஆம் ஆண்டின் போது குற்றப் புலனாய்வுத் திணைக்களத்திற்கு முறைப்பாடு சமர்ப்பிக்கப்பட்டிருந்தது.

4.10.6 நெட் வெல்த் சிகியூரீடீஸ் கம்பனி பிணையங்கள் கொடுக்கல் வாங்கல்களினூடாக போதியளவான மூலதன இலாபத்தை உழைக்காதிருந்ததுடன் குறிப்பிடத்தக்க அளவு நட்டம் அடைந்திருந்தது. விபரம் கீழே தரப்படுகின்றது.

ஆண்டு **பிணையங்கள் கொடுக்கல் வாங்கல்களினூடாக**
உழைக்கப்பட்ட தேறிய இலாபம் / (நட்டம்)

	ரூபா / மில்லியன்
2011	86.494
2012	(321.517)
2013	58.692
2014	355.353
2015	(77.827)
2016	(612.217)
2017	(73.231)

4.11 மஹாபொல மங்கத லொத்தர்

4.11.1 1981 இன் 66 ஆம் இலக்க மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தின் 6(2)(இ) பிரிவின் பிரகாரம் நிதியத்தின் குறிக்கோள்களை நிறைவேற்றுவதற்குத் தேவையான நிதியை சேகரிக்கும் குறிக்கோளுடன் 2013 யூலை 11 ஆந் திகதிய 13/0773/540/008 ஆம் இலக்க அமைச்சரவை அங்கீகாரத்தின் அடிப்படையில் “மங்கத லொத்தர்” 2013 யூலை 30 ஆந் திகதி மீண்டும் அமுல்படுத்தப்பட்டிருந்தது. (பின்னினைப்பு 31)

4.11.2 முதலாவது மற்றும் இரண்டாவது கட்டத்தின் கீழ் ரூபா 6 மில்லியன் முதலீடு செய்து லொத்தறை நடைமுறைப்படுத்துவதற்காக ஒரு முதலீட்டாளரை தெரிவு செய்வதற்கு கூட்டுறவு மற்றும் உள்நாட்டு வர்த்தக அமைச்சரின் பிரேரணையின் பிரகாரம் ஐந்து நபர்களை உள்ளடக்கிய “மஹாபொல லொத்தர் குழு” என்ற பெயரில் விசேட குழு 2012 ஆகஸ்ட் 07 ஆந் திகதி நியமிக்கப்பட்டிருந்தது. (பின்னினைப்பு 32)

5. அவதானிப்புகள்

5.1 தகவல் தொழில்நுட்ப நிறுவனத்தின் உரிமையும் நிர்வாகமும்

5.1.1 மேலே 4.2.1.1 மற்றும் 4.2.1.3 ஆம் பந்திகளில் தரப்பட்டுள்ளவாறு தகவல் தொழில் நுட்ப நிறுவனத்தை மொறட்டுவை பல்கலைக்கழகத்தின் அதிகாரத்தின் கீழ் உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சின், கல்வி மற்றும் உயர் கல்வி அமைச்சின், மொறட்டுவைப் பல்கலைக்கழகத்தின், பல்கலைக்கழக மானிய ஆணைக்குழுவின் மற்றும் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் பிரதிநிதிகளை உள்ளடக்கிய சுயாதீனமாக ஒரு கட்டுப்பாட்டுச் சபையால் நடைமுறைப்படுத்துவதற்கும் நிறுவனத்தின் முகாமைத்துவ கட்டமைப்பு சிறிஜயவர்த்தனபுர பல்கலைக்கழகத்தின் கீழ் காணப்படும் முகாமைத்துவப் பட்டப்பின்படிப்பு நிறுவனத்திற்குச் சமனானதாக இருக்க வேண்டுமெனவும் 1998 யூலை 01 ஆந் திகதி அமைச்சரவைத் தீர்மானத்தினால் அங்கீகாரம் வழங்கப்பட்டிருந்தும் நம்பிக்கைப் பொறுப்பாளர் சபை அதற்கிணங்க நடவடிக்கை எடுத்திருக்கவில்லை. மொறட்டுவை பல்கலைக்கழகம் இந்த நிறுவனத்தைப் பொறுப்பேற்பதற்காக நடவடிக்கை எடுக்க வேண்டியிருந்தும் அதற்காக அமைச்சரவை விஞ்ஞாபனத்தை சமர்ப்பிப்பதற்கும் நடவடிக்கை எடுத்திருக்கவில்லை. மொறட்டுவை பல்கலைக்கழகத்தின் உப வேந்தர் SLIIT நிறுவனத்தின் பணிப்பாளர் சபை அங்கத்தவராக இருக்கின்றமை அதற்கு ஒரு காரணமாக இருந்தது என்பது அவதானிக்கப்பட்டது.

5.1.2 மேலே 4.2.1.4 (iii) ஆம் பந்தியில் தரப்பட்டுள்ளவாறு ஒரு பாரளுமன்றச் சட்டத்தின் மூலம் நிறுவனத்தை தோற்றுவிக்கும் வரை இடைக்கால வேலைத்திட்டம் ஒன்றாக உத்தேச செயற்திட்டத்தை மேற்கொண்டு செல்வதற்காக கம்பனிகள் அதிகாரச்சட்டத்தின் கீழ் உத்தரவாதத்தால் வரையறுக்கப்பட்ட ஒரு கம்பனியைத் தோற்றுவிப்பதற்கும் இடைக்காலப் பகுதியின் பின்னர் மொறட்டுவைப் பல்கலைக்கழகம் இந்த நிறுவனத்தைப் பொறுப்பேற்பதற்கும் நடவடிக்கை எடுக்கப்பட வேண்டியதுடன் பின்னர் அதனை மொறட்டுவை பல்கலைக்கழக தொழில்நுட்ப நிறுவனமாக அறிமுகப்படுத்துவதற்கும் எதிர்காலத்தில் சொத்துக்களையும் பொறுப்புக்களையும் மொறட்டுவைப் பல்கலைக்கழகத்திற்கு ஒப்படைப்பதற்கும் முடியுமான வகையில் ஏற்பாடுகளை கம்பனிகள் நியதிச்சட்டத்திற்குள் உள்ளடக்குவதற்கும் 1999 சனவரி 28 ஆந் திகதி உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சரின் கூட்டத்தின் போது தீர்மானம் எடுக்கப்பட்டிருந்தும் நம்பிக்கைப் பொறுப்பாளர் சபை அதற்கிணங்க நடவடிக்கை எடுத்திருக்கவில்லை.

5.1.3 உத்தரவாதத்தால் வரையறுக்கப்பட்ட கம்பனியின் பணிப்பாளர் சபை 4.2.1.2 (v) ஆம் பந்தியில் குறிப்பிடப்பட்ட நபர்களை உள்ளடக்கியிருக்க வேண்டிய போதிலும் கம்பனியை உருவாக்கும் போது கட்டுப்பாட்டுச் சபைக்கு பல்கலைக்கழக மானியங்கள்

ஆணைக்குழுவின் மற்றும் கல்வி, உயர் கல்வி அமைச்சின் பிரதிநிதிகள் உள்ளடக்கப்பட்டிருக்கவில்லை.

5.1.4 மேலே 4.2.3.5 ஆம் பந்தியில் தரப்பட்டுள்ளவாறு கம்பனியின் பணிப்பாளர் சபையை மறுசீரமைப்புச் செய்வதற்காக நம்பிக்கைப் பொறுப்பாளர் சபை 2001 மே 10 ஆந் திகதி தீர்மானித்திருந்தும் அத் தீர்மானம் அமுல்படுத்தப்பட்டிருக்கவில்லை. அதற்கிணங்க கம்பனியின் பணிப்பாளர் சபைக்கு கல்வி அமைச்சின், உயர் கல்வி அமைச்சின், மஹாபொல உயர் கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின், பல்கலைக்கழக மானியங்கள் ஆணைக்குழுவின் பல்கலைக்கழகங்களின் மற்றும் பொதுத் திறைசேரியின் பிரதிநிதிகளை உள்ளடக்குவதற்கு முடியாதிருந்தது.

5.1.5 மேலே 4.3.2.4 ஆம் பந்தியில் தரப்பட்டுள்ளவாறு 2005 பெப்ரவரி 03 ஆந் திகதி நடாத்தப்பட்ட கூட்டத்தின் போது SLIT இன் பணிப்பாளர் சபையில்; 1/3 பங்கு மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்திலிருந்து நியமிப்பதற்கு தீர்மானிக்கப்பட்டிருந்தும் ஆரம்பிப்பாளரால் நியமிக்கப்பட்ட நிதியத்தின் அங்கத்தவர் மாத்திரம் நம்பிக்கைப் பொறுப்பு நிதியத்தை பிரதிநித்துவம் செய்வதற்காக SLIT இன் பணிப்பாளர் சபை அங்கத்தவராக 2005 பெப்ரவரி மாதம் நியமிக்கப்பட்டிருந்தார். (பின்னிணைப்பு - 33)

5.2 தகவல் தொழில்நுட்ப நிறுவனத்தின் செயற்பாடுகளை மேற்கொள்ளல்

5.2.1 மேலே 4.2.3.7 ஆம் பந்தியில் தரப்பட்டுள்ளவாறு மஹாபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் முன் அனுமதியின்றி SLIT நிறுவனத்தின் கற்கைநெறிக் கட்டணத்தை அதிகரிக்கலாகாது என தீர்மானிக்கப்பட்டிருந்தும் கட்டணத்தை அதிகரிப்பதற்காக எச்சந்தர்ப்பத்திலும் புலமைப் பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் முன் அங்கீகாரத்தைப் பெற்றுக்கொண்டமைக்கான சான்றுகள் காணப்படவில்லை.

5.2.2 மேலே 4.3.1 ஆம் பந்தியில் தரப்பட்டுள்ளவாறு இலங்கை தகவல் தொழில்நுட்ப நிறுவனத்தின் கீழ் மஹாபொல கெம்பஸ்யினைத் தோற்றுவித்து அதனை முகாமைத்துவம் செய்யும் செயற்பாட்டினை மேற்கொள்வதற்காக நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான காணியைப் பயன்படுத்தி தமது தொழில்முயற்சியை நடாத்திச் செல்லக்கூடிய பின்னணியை நிர்மாணித்துக் கொள்வதற்கு நம்பிக்கைப் பொறுப்பு நிதியத்தால் SLIT நிறுவனத்திற்கு சந்தர்ப்பம் வழங்கப்பட்டுள்ளது என்பது அவதானிக்கப்பட்டது.

5.3 தகவல் தொழில்நுட்ப நிறுவனத்துடன் மேற்கொள்ளப்பட்ட உடன்படிக்கை

- 5.3.1 நம்பிக்கைப் பொறுப்பு நிதியமும் இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனியும் மேற்கொண்ட உடன்படிக்கைகளில் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு சாதகமற்ற பிரிவு உள்ளடக்கப்பட்டும் அடிக்கடி திருத்தங்கள் செய்தும் மஹபொல கெம்பஸ் இன் முழுமையான நிருவாகத்தை SLIIT நிறுவனத்திற்கு வழங்குவதற்கு நம்பிக்கைப் பொறுப்பாளர் சபை நடவடிக்கை எடுத்திருந்தது. மேலும், மேற்கூறப்பட்ட திருத்தங்களுக்காக அமைச்சரவையின் அங்கீகாரத்தைப் பெற்றுக்கொள்வதற்காக நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை.
- 5.3.2 மேலும் நம்பிக்கைப் பொறுப்பாளர் சபையால் 2005 யூலை 18 ஆந் திகதி எடுக்கப்பட்ட தீர்மானத்தின் பிரகாரம் புதிய உடன்படிக்கை செய்து கொள்ளப்பட வேண்டுமென தீர்மானிக்கப்பட்ட பின்வரும் திருத்தங்கள் செய்யாது மேலே குறிப்பிடப்பட்ட நம்பிக்கைப் பொறுப்பாளர்கள் இந்த உடன்படிக்கையில் கைச்சாத்திட்டிருந்தனர்.
- 5.3.2.1 நிதியத்திற்குச் செலுத்த வேண்டிய குத்தகைக்கு மேலதிகமாக SLIIT நிறுவனம் எதுவித கட்டணமும் இன்றி 25 மாணவர்களுக்கு புலமைப்பரிசில்களை வழங்குவதற்கு நடவடிக்கை எடுக்கப்பட வேண்டும். (எவ்வாறாயினும் உடன்படிக்கையின் 5(ஏ)(iii) ஆம் பந்தியின் கீழ் கற்கைநெறிக் கட்டணங்களை மாத்திம் உள்ளடக்குவதாக குறிப்பிடப்பட்டிருந்தது.
- 5.3.2.2 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனியின் (SLIIT) அமைப்பு அகவிதியினை நம்பிக்கைப் பொறுப்பு நிதியத்தின் இணக்கப்பாடு இன்றி திருத்தம் செய்யலாகாது என்பது. (எவ்வாறாயினும், உடன்படிக்கையின் 4(என்) இன் பிரகாரம் “மாலபே கெம்பஸ்” சம்பந்தமாக SLIIT நிறுவனம் அமைப்பு அகவிதியில் மேற்கொள்கின்ற ஏதாவது திருத்தங்களானவை நம்பிக்கைப் பொறுப்பு நிதியத்தை பிரதிநிதித்துவம் செய்கின்ற அனைத்து பணிப்பாளர் சபை அங்கத்தவர்களினதும் இணக்கப்பாட்டுடன் செய்யப்படுதல் வேண்டும். அவ்வாறு இணங்கியிருக்காத சந்தர்ப்பங்களில் நம்பிக்கைப் பொறுப்பு நிதியத்தின் இணக்கப்பாட்டிணைப் பெற்றுக்கொள்ள வேண்டும் என குறிப்பிடப்பட்டிருந்தது.)
- 5.3.2.3 SLIIT இன் தொடக்க சந்தாதாரர்கள் பணிப்பாளர் சபையை தொடர்ச்சியாக பிரதிநிதித்துவப்படுத்த வேண்டியதுடன் ஆகக்குறைந்தது பிரதான சபைக்கு நம்பிக்கைப் பொறுப்பு நிதியத்திலிருந்து 5 பணிப்பாளர்கள் பிரதிநிதித்துவம் செய்தல் வேண்டும்.
- 5.3.4 2003 மார்ச் 19 ஆந் திகதி கையொப்பமிடப்பட்ட தொடக்க உடன்படிக்கையில் உள்ளடக்கப்பட்டிருந்த நிதியத்திற்கு நலன் தரக்கூடிய பின்வரும் நிபந்தனைகள் 2005

நவம்பர் 14 ஆந் திகதி புதிய உடன்படிக்கையால் நீக்கப்பட்டுள்ளது என்பது அவதானிக்கப்பட்டது.

- 5.3.4.1 விளக்கமளிக்கும் போது 1(சீ) இன் கீழ் உத்தியோகத்தர்கள் என்பதற்கு நம்பிக்கைப் பொறுப்பாளர்களாக உள்ளடக்கப்பட்டிருந்தமை.
- 5.3.4.2 விளக்கமளிக்கும் போது 1(இ) இன் கீழ் மஹபொல உயர்கல்வி நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு முழுமையான உரிமை காணப்படுகின்ற மஹபொல கெம்பஸ் அல்லது கெம்பஸ் என்பதற்கு மஹபொல உயர்கல்வி புலமைப்பரிசில் நம்பிக்கைப் பொறுப்பு நிதியத்தால் மாலபே மஹபொல கெம்பஸ் என்று பெயரிடப்பட்டுள்ளது என்பது திருத்தம் செய்யப்பட்டிருந்தது.
- 5.3.4.3 4(இ) பிரிவு - SLIT நிறுவனத்தின் ஏனைய கிளைகள் அல்லது நம்பிக்கைப் பொறுப்பு நிதியத்தின் குறிக்கோள்களுக்கு இணங்கியிருக்காத வேறு ஏதும் வணிக நோக்கத்திற்காக மஹபொல பல்கலைக்கழகத்தின் அனைத்து சொத்துக்கள் மற்றும் வருமானங்கள் நேரடியாக அல்ல மறைமுகமாக ஈடுபடுத்தாதிருத்தல் வேண்டும் என்பது.
- 5.3.4.4 4(ஊ) பிரிவு - பல்கலைக்கழகத்தின் அபிவிருத்தியை முன்னிட்டு செய்யப்படுகின்ற அனைத்து நடவடிக்கைகளும் நம்பிக்கைப் பொறுப்பு நிதியத்தின் இணக்கப்பாட்டின் பேரில் செய்யப்படுதல் வேண்டும் என்பது.
- 5.3.4.5 4(எ) பிரிவு - கல்விப் பாடநெறிகளை நடாத்துவதன் மூலம் பெற்றுக்கொள்ளப்படும் வருமானத்தைச் சேகரித்தல் மற்றும் தேவையான செலவுகளை மேற்கொள்ளல் SLIT நிறுவனத்தின் ஒரு பொறுப்பாகும் என்பது.
- 5.3.4.6 4(ஐ) பிரிவு - பல்கலைக்கழகம் சம்பந்தமான அபிவிருத்தி நடவடிக்கைகள் தொடர்பான சிபார்சு செய்யும் உரிமை நம்பிக்கையாளர் சபைக்கு ஒப்படைக்கப்பட்டுள்ளது என்பது.
- 5.3.4.7 4(ஓ) பிரிவு - இணங்கிய முகாமைத்துவக் கட்டணத்தை குறைத்ததன் பின்னர் பல்கலைக்கழகத்தின் செயற்பாடுகளினூடாக கிடைக்கும் வருமானங்களின் மிகைகளை அடுத்துவரும் ஆண்டின் யூன் 30 ஆந் திகதிக்கு முன்னர் நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு செலவு வைக்க வேண்டும் என்பதுவும் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபையின் முன்அனுமதியின்றி ஏனைய முதலீடுகளைச் செய்யலாகாது என்பதுவும். எவ்வாறாயினும், பல்கலைக்கழகத்தின் எதிர்கால அபிவிருத்திக்காக ஒரு ஒதுக்க கணக்கை பேணுவதற்கு SLIT இன் பணிப்பாளர்கள் சபையால் நம்பிக்கைப் பொறுப்பு நிதியத்தின் நம்பிக்கையாளர் சபையின் அங்கீகாரத்தை வேண்டிக்கொள்ள வேண்டியுள்ளதுடன் அவ்வாறான அபிவிருத்தி

நடவடிக்கைகளுக்குத் தேவையான பணத்தை நம்பிக்கைப் பொறுப்பு நிதியத்தால் இந்த ஒதுக்க கணக்கிலிருந்து பெற்றுக்கொள்ளலாம் என்பது.

5.3.4.8 4(க) பிரிவு - பல்கலைக்கழகத்தை தோற்றுவிக்கும் குறிக்கோள்களுக்காக நம்பிக்கைப் பொறுப்பு நிதியத்தால் தேசிய அபிவிருத்தி வங்கியிடமிருந்து (NDB) குறிப்பிடத்தக்க அளவான பணம் பெற்றுக்கொள்ளப்பட்டுள்ளமையினை ரூடுஐஐவு நிறுவனம் விளங்கிக் கொள்ள வேண்டுமெனவும் நிறுவனத்தின் நிதிச் சாத்திய வளம் வீழ்ச்சியடைகையில் தவணைப் பணக் கொடுப்பனவிற்கான அனைத்து முயற்சிகளுக்கும் SLIT நிறுவனம் சான்றாக உள்ளது எனவும்.

5.3.4.9 4(வ) பிரிவு - பல்கலைக்கழகத்தின் முகாமைத்துவம், கணக்குகளைப் பரீட்சித்தல், மதிப்பீடு செய்தல் என்பவற்றிற்காக ஆற்றலுள்ள முகாமையாளர்களையும் கணக்காய்வாளர்களையும் உள்ளடக்கிய சுயாதீனமான தனிப்பட்ட ஒரு குழுவை நியமிக்கும் உரிமை மற்றும் புதிதாக அறிமுகப்படுத்தக்கூடிய புதிய கற்கை நெறிகள் தொடர்பாக மதிப்பீடு செய்வதற்காக தகையமான அக்கறையுள்ள மற்றும் விவேகமான நபர்களை உள்ளடக்கிய ஒரு குழுவை நியமிக்கும் உரிமை நம்பிக்கைப் பொறுப்பாளர் சபைக்குரியதாகும் என்பது.

5.3.4.104(ட) பிரிவு - நம்பிக்கைப் பொறுப்பாளர் சபையின் தீர்மானத்தின் பிரகாரம் மாலபே பல்கலைக்கழகத்தை மஹபொல கெம்பஸ்ஸாக பெயரிடுதல், புதிய கேட்போர் கூடத்தை லலித் அதுலத் முதலி கேட்போர் கூடமாக பெயரிடுதல், இப்பெயர்ப்பலகைகளை தெளிவாக சுற்றாடலில் காட்சிப்படுத்தல் என்பன செய்யப்பட வேண்டும் என்பது

5.3.4.114(பு) பிரிவு – காலாவதியாவதன் காரணமாக அல்லது ஏனைய வகையில் இந்த உடன்படிக்கை முடிவுறுத்தப்படும் சந்தர்ப்பத்தின் போது நம்பிக்கைப் பொறுப்பு நிதியத்தால் நிதியளிக்கப்பட்ட சொத்துக்களை நம்பிக்கைப் பொறுப்பு நிதியத்தின் ஆதனமாகக் காணப்படுதல் வேண்டும் என்பது.

இந்நிபந்தனைகளை உடன்படிக்கையிலிருந்து அகற்றியதன் காரணமாக SLIT நிறுவனத்தின் பணிப்பாளர் சபையால் அவர்களின் விருப்பத்தின் படி நடவடிக்கை எடுக்கப்பட்டுள்ளது என்பது அவதானிக்கப்பட்டது.

5.3.5 நம்பிக்கைப் பொறுப்பு நிதியத்திற்கும் SLIT நிறுவனத்திற்குமிடையே 2005 நவம்பர் 14 ஆந் திகதி கைச்சாத்திடப்பட்ட உடன்படிக்கையின் பிரகாரம் SLIT நிறுவனத்தின் குறிக்கோள்களை நிறைவேற்றுவதற்காக அதன் பணிப்பாளர் சபையின் அபிப்பிராயத்தின் பிரகாரம் தீர்மானம் எடுக்கப்படுகின்ற வகையில் இப்பல்கலைக்கழகத்தின் செயற்பாட்டு நடவடிக்கைகளை மேற்கொள்வதற்கும், அதற்கிணங்க சுற்றறிக்கையினைத்

தயாரிப்பதற்கும், பரீட்சைகளை நடாத்திச் செல்வதற்கான ஆயத்தங்களை மேற்கொள்வதற்கும், மாணவர்களைச் சேர்த்துக் கொள்வதற்கும், கல்விசார் பதவியணியினர்களை சேவையில் ஈடுபடுத்துவதற்கும், முகாமைத்துவம் மற்றும் உட்கட்டமைப்பு வசதிகளின் பராமரிப்பு நடவடிக்கைகளை மேற்கொள்வதற்கும் பிரதான நிர்மாணங்களின் போது மாத்திரம் நம்பிக்கைப் பொறுப்பு நிதியத்தின் அங்கீகாரத்துக்கு உட்பட்டு நடவடிக்கை எடுப்பதற்கும் இணக்கம் செய்யப்பட்டிருந்த போதிலும் உடன்படிக்கையின் பிரகாரம் நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை.

5.3.6 உடன்படிக்கையின் பிரகாரம் SLIIT மாலபே கெம்பஸின் வருடாந்த தேறிய இலாபத்தில் 20 சதவீதம் அல்லது ரூபா 8 மில்லியன் ஆகிய இரண்டு பெறுமதியில் கூடிய பெறுமதி மற்றும் மஹப்பொல நம்பிக்கைப் பொறுப்பு நிதியம் தகவல் தொழில்நுட்பம் என்ற பெயரில் 25 மாணவர்களுக்கு வழங்குவதற்கு நடவடிக்கை எடுக்கப்பட வேண்டிய போதிலும், அதன்படி நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை. இது சம்பந்தமாக நம்பிக்கை பொறுப்பாளர் சபை ஆழமாக கலந்துரையாடியுள்ளதுடன் உடன்படிக்கையின் நிபந்தனையின் பிரகாரம் நடவடிக்கை எடுக்குமாறு SLIIT நிறுவனத்திற்கு தெரியப்படுத்துவதற்கும், நம்பிக்கை பொறுப்பு நிதியத்தின் பிரதிநிதிகளுக்கு இவ்விடயம் சம்பந்தமாக தனிப்பட்ட வகையில் ஆராய்ந்து பார்க்குமாறும் நம்பிக்கைப் பொறுப்பாளர் சபை தெரிவித்திருந்தது. எவ்வாறாயினும், இது சம்பந்தமாக ஆராய்ந்து பார்த்து அறிவித்தமை பற்றிய சான்று இல்லாதிருந்ததுடன் அதன் பின்னர் கூட்டங்களில் இது சம்பந்தமாக கலந்துரையாடப்பட்டிருக்கவும் இல்லை.

5.3.7 நம்பிக்கைப் பொறுப்பாளர் சபை 2011 திசெம்பர் 08 ஆந் திகதி நடாத்திய கூட்டத்தின் போது SLIIT நிறுவனம் முன்னைய ஆண்டுடன் ஒப்பிடுகையில் 2010/2011 ஆம் ஆண்டில் செலுத்திய குத்தகைப் பணம் குறைவடைந்துள்ளது எனவும் உடன்படிக்கையின் பிரகாரம் குத்தகைப் பணம் செலுத்தப்படவில்லை எனவும் மற்றும் கொடுப்பனவுகள் தாமதமடைந்துள்ளதனால் மீறல் இடம்பெற்றுள்ளது பற்றி கணக்காய்வாளர் தலைமை அதிபதியின் அறிக்கையில் சுட்டிக்காட்டப்பட்டுள்ளது எனவும் எனவே மீண்டும் உடன்படிக்கையிலுள்ள பிரிவுகள் சம்பந்தமாக ஒரு சட்டத்தரணியின் உதவி அல்லது சட்டமா அதிபதி திணைக்களத்தின் உதவியுடன் உடன்படிக்கையில் பொருத்தமான திருத்தங்களைச் செய்வதற்கு அவதானிப்புக்களைச் சமர்ப்பிக்குமாறு பிரதம நீதியரசரால் பணிப்பாளருக்கு கட்டளையிடப்பட்டிருந்தும் அதற்கிணங்க நடவடிக்கை எடுக்கப்பட்டிருக்கவில்லை.

5.3.8 மேலும் 2003 மார்ச் 19 ஆந் திகதி மேற்கொள்ளப்பட்ட தொடக்க உடன்படிக்கையிலும் 2005 நவம்பர் 14 ஆந் திகதி மேற்கொள்ளப்பட்ட உடன்படிக்கையிலும் உள்ளடக்கப்பட்ட நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு சாதகமான நிபந்தனைகள் மேலும், நீக்கப்பட்டு பின்வரும் புதிய நிபந்தனைகள் 2015 மே 12 ஆந் திகதி உடன்படிக்கையில் உள்ளடக்கப்பட்டிருந்தன.

- 5.3.8.1 நம்பிக்கைப் பொறுப்பு நிதியத்தால் SLIT நிறுவனத்தின் கட்டிடத்தை நிர்மாணிப்பதற்காக வழங்கப்பட்ட ரூபா 373,579,392 பணமும் மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்திலிருந்து SLIT நிறுவனத்தின் புலமைப் பரிசில்களுக்கு வழங்கிய புலமைப்பரிசில்களின் பெறுமதியும் மற்றும் ஏனைய தொடர்புபட்ட செலவுகளையும் உள்ளடக்குவதற்காக நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு ரூபா 408,500,000 பணத்தை வழங்குதல்.
- 5.3.8.2 மஹபொல நிதியத்திற்கு SLIT நிறுவனத்தில் எதுவித பங்கு உரிமை இல்லை எனவும் நிறுவனத்தின் கல்வி நடவடிக்கைகளுக்கு ஈடுபாடுகொள்ள முடியாது எனவும் SLIT நிறுவனம் மஹபொல நிதியத்திலிருந்து பிரிக்கப்பட்ட ஒரு சுயாதீன நிறுவனமாகச் செயற்படுதல். எனவும்
- 5.3.8.3 ஞாடுஐஐவு நிறுவனம் இலங்கை கணக்கீட்டு நியமங்களுக்கு, இலங்கை நிதி அறிக்கையிடல் நியமங்களுக்கு மற்றும் சர்வதேச கணக்கீட்டு நியமங்களுக்கு உட்படாததுடன் மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கணக்கறிக்கைகளை வழங்குவதற்கு அல்லது 2015/2016 ஆம் ஆண்டிலிருந்து கணக்குகளை ஒன்றிணைக்கும் தேவைப்பாடு இல்லை என்பது.
- 5.3.8.4 2015 மே 12 ஆந் திகதி ஏற்படுத்தப்பட்ட குத்தகை உடன்படிக்கையின் பிரகாரம் மஹபொல நிதியத்திற்குச் சொந்தமான SLIT நிறுவனத்திற்கு குத்தகைக்கு வழங்கப்பட்டுள்ள மாலபே இல் அமைந்துள்ள காணி அல்லது அதன் ஒரு பகுதியை உப குத்தகைக்கு வழங்குவதற்கு அடமானம் வைப்பதற்கு குத்தகைக்காரருக்கு முழுமையான சுதந்திரம் உள்ளதுடன் அதற்காக மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் எதுவித எழுத்திலான அனுமதியும் தேலையில்லை என்பது
- 5.3.8.5 SLIT நிறுவனத்திற்கு அவர்களின் செலவில் உரிய காணிச் சுற்றாடலில் கட்டிடத்தை நிர்மாணித்தல், இயந்திரங்களைப் பொருத்துதல் அல்லது உரிய காணியை புனரமைத்தல் மேம்படுத்துதல் நடவடிக்கைகளை மேற்கொள்வதற்கு அனுமதி வழங்கப்பட்டுள்ளது என்பது
- 5.3.8.6 2005 நவம்பர் 14 ஆந் திகதிய உடன்படிக்கையின் 3 ஆம் பிரிவின் பிரகாரம் காணியின் குத்தகை காலத்தை 30 ஆண்டுகள் வீதம் 2 காலப்பகுதிக்காக எடுத்துக்கொள்வது எனவும் தொடக்க 30 ஆண்டுகள் கால முடிவின் போது இரண்டு தரப்பினர்களினதும் புரிந்துணர்வு மற்றும் இணக்கப்பாட்டுடன் உடன்படிக்கையின் நிபந்தனைகள் சம்பந்தமாக உடன்பாட்டிற்கு வரலாம் எனக் குறிப்பிடப்பட்டிருந்தும் 2015 மே 12 ஆந் திகதிய குத்தகை உடன்படிக்கையில் குத்தகை காலம் 2015 மே 15 ஆந் திகதியிலிருந்து 2075 மே 14 ஆந் திகதி வரையான 60 ஆண்டுகள் காலமாக உள்ளடக்கப்பட்டிருந்தது.

5.3.8.7 மேலும் இணக்கப்பாட்டிற்கு வந்துள்ள 10 புலமைப்பரிசில்கள் சம்பந்தமான பிரிவு 2015 மே 12 ஆந் திகதிய உடன்படிக்கையில் உள்ளடக்கப்பட்டிருக்கவில்லை.

5.3.8.8 2015 மே 12 ஆந் திகதிய உடன்படிக்கையின் பிரகாரம் SLIT நிறுவனத்தினால் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு ரூபா 408,500,000 பணக் கொடுப்பனவு காரணமாக SLIT நிறுவனம் சம்பந்தமான மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு உள்ள உரிமையை தனியார் தரப்பினருக்கு ஒப்படைத்தல் சச்சரவுத்தன்மைக்குரிய விடயமாகும்.

5.3.9 தகவல் தொழில்நுட்ப நிறுவனங்களிடமிருந்து கிடைக்க வேண்டிய குத்தகை

2015 ஆம் ஆண்டின் மே 12 ஆந் திகதி வரை அறவிட வேண்டிய ரூபா 98,642,356 தொகையான நிலுவைக் குத்தகையை கவனத்தில் கொள்ளாது நம்பிக்கைப் பொறுப்பு நிதியம் 2015 மே 12 ஆந் திகதி கம்பனியுடன் ஒரு புதிய உடன்படிக்கையில் கைச்சாத்திட்டதன் காரணமாக வருடாந்தம் அறவிட வேண்டிய குத்தகை ரூபா 20 மில்லியனுக்கு மட்டுப்படுத்தப்பட்டிருந்தது. அதற்கிணங்க நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய குத்தகை 2015 ஆம் ஆண்டின் இரண்டாம் அரையாண்டிலிருந்து 2017 திசெம்பர் 31 வரை ரூபா 120.99 மில்லியனால் குறைவடைந்திருந்தது.

5.3.10 தகவல் தொழில்நுட்ப நிறுவனத்தின் கட்டிடத்தை நிர்மாணித்தல்

நிறுவனத்தினால் கட்டிடங்களை நிர்மாணிக்கும் போது நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபையின் அனுமதி பெறப்பட்டிருக்கவில்லை.

5.4 56.10 ஆம் இலக்க பணிப்பாளர்கள் சபைப் பத்திரம்

மேலே 5.7 ஆம் பந்தியில் குறிப்பிட்ட 56.10 ஆம் இலக்க பணிப்பாளர்கள் சபைப் பத்திரத்தில் பின்வரும் பிழையான தகவல்கள் உள்ளடக்கப்பட்டிருந்தமை அவதானிக்கப்பட்டது.

5.4.1 மாலபே கெம்பஸ்ஸில் அமைந்துள்ள காணி அரசாங்கத்தின் காணியாக உள்ளதுடன் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியம் எதுவித பணத்தையும் அதற்காக செலுத்தியிருக்காததனால் மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தினால் 2002 ஆம் ஆண்டிலிருந்து 2014 ஆம் ஆண்டு வரை ரூபா 148 மில்லியன் பணத்தை வருடாந்தம் குத்தகையாக SLIT நிறுவனத்திடமிருந்து பெற்றுக்கொள்ளுதல் நியாயமற்றது எனவும்,

5.4.2 மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தால் SLIIT நிறுவனத்தை தோற்றுவிப்பதற்காக வழங்கப்பட்ட ரூபா 375 மில்லியன் பணம் பங்கு மூலதனம் இல்லை எனவும் அது ஒரு கல்வி நிறுவனத்திற்கு வழங்கப்பட்ட நிதி உதவியாக விளங்கிக் கொள்ளலும்.

5.4.3 2015 ஏப்ரல் 29 ஆந் திகதி நடைபெற்ற நம்பிக்கைப் பொறுப்பாளர் சபைக் கூட்டத்தின் போது உடன்படிக்கைக்காக உயர் கல்வி அமைச்சின் அங்கீகாரத்தைப் பெற்றுக் கொள்வதற்கு தீர்மானம் எடுக்கப்பட்டிருந்தும் அந்த அங்கீகாரம் பெற்றுக்கொண்டமை உறுதிப்படுத்தப்பட்டிருக்கவில்லை.

5.5 **நம்பிக்கைப் பொறுப்பாளர் சபையினால் தகவல் தொழில்நுட்ப நிறுவனத்தில் ஈடுபடுத்திய பணம்**

5.5.1 2014 ஆம் ஆண்டின் போது கம்பனியின் நிதிக்கூற்றுக்களில் மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் சொத்துக்களாக ரூபா 373,577,393 சுட்டிக்காட்டப்பட்டிருந்தது. எனினும், 2015 மே 12 ஆந் திகதி புதிய உடன்படிக்கை கைச்சாத்திடப்பட்டதன் பின்னர் 2015 ஆம் ஆண்டிற்கான மஹபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் நிதிக்கூற்றுக்களை அடிப்படையாகக் கொள்ளாது கம்பனியில் மேற்கொள்ளப்பட்ட முதலீடு ரூபா 1,064,520,695 ஆகக் காட்டப்பட்டிருந்தது. அதன் பின்னர், 2016 ஆம் ஆண்டின் போது அப் பெறுமதி கட்டிடங்கள் மற்றும் உபகரணக் கணக்கிற்கு மாற்றப்பட்டு வருடாந்தம் 5 சதவீதம் பெறுமானத் தேய்வு செய்யப்பட்டிருந்ததுடன் அப்பெறுமானத்தேய்வுப் பெறுமதி ரூபா 53,226,035 ஆகும். அதன் பின்னர் இப்பெறுமதி 2016/2017 ஆம் ஆண்டின் போது நிதிக்கூற்றுக்களிலிருந்து நீக்கப்பட்டிருந்தது. (பின்னிணைப்பு 35)

5.6 **அமைச்சரவைத் தீர்மானத்தின் பிரகாரம் நடவடிக்கை எடுத்தல்**

மேலே 4.2.1.1 ஆம் பந்தியில் குறிப்பிடப்பட்ட அமைச்சரவையினால் 1998 யூலை 01 ஆந் திகதி கொள்கை ரீதியாக அங்கீகாரம் வழங்கப்பட்டிருந்த அமைச்சரவைத் தீர்மானம் தொடர்பாக மேலே 4.2.1.1 ஆம் பந்தியில் காட்டப்பட்டுள்ள 1999 சனவரி 28 ஆந் திகதி உள்நாட்டு மற்றும் சர்வதேச வணிக நடவடிக்கைகள் மற்றும் உணவு அமைச்சினால் மாலபே தகவல் தொழில்நுட்ப நிறுவனத்தை உருவாக்குவது சம்பந்தமாக நடாத்தப்பட்ட கூட்டத்தின் போது எடுக்கப்பட்ட தீர்மானம் தொடர்பாக கவனம் செலுத்தப்படாது நடவடிக்கை எடுத்ததன் காரணமாக நம்பிக்கைப் பொறுப்பாளர் சபை தமது வரம்புகளை மீறி நடவடிக்கை எடுத்துள்ளது என்பது அவதானிக்கப்பட்டது.

5.7 தகவல் தொழில்நுட்ப நிறுவனத்தின் கணக்குகளைச் சமர்ப்பித்தல்

நம்பிக்கைப் பொறுப்பு நிதியம் அதன் துணைக் கம்பனிகளான SLIT நிறுவனம், நெசனல் வெல்த் கோப்பரேசன் லிமிடட், மற்றும் நெட் வெல்த் சிகியுரிடீஸ் லிமிடட் உடன் 2013 மற்றும் 2014 ஆம் ஆண்டுகளுக்கான ஒன்றிணைந்த நிதிக்கூற்றுக்களையும் 2015 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரை நெசனல் வெல்த் கோப்பரேசன் லிமிடட் மற்றும் நெட் வெல்த் சிகியுரிடீஸ் லிமிட்டட்டுடன் ஒன்றிணைந்த நிதிக்கூற்றுக்களையும் 2018 திசெம்பர் 31 வரை கணக்காய்விற் குச் சமர்ப்பித்திருக்கவில்லை.

5.8 அபிவிருத்தி லொத்தர் சபையிடமிருந்து கிடைக்க வேண்டிய பங்களிப்பு

5.8.1 மேலே 4.7 ஆம் பந்தியில் குறிப்பிடப்பட்ட அதிகாரச்சட்டத்தின் பிரகாரம் அபிவிருத்தி லொத்தர் சபையின் வருடாந்த இலாபம் சனாதிபதி நிதியத்திற்கு அனுப்பி வைக்கப்படுவதுடன் அதில் 50 சதவீதமான இலாபப் பங்கு சனாதிபதி நிதியத்திலிருந்து நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு வருடாந்தம் அனுப்பி வைக்கப்படுதல் வேண்டும். அதற்கிணங்க, 2012 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரை நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய வருமானம் ரூபா 4,649,901,083 ஆக இருந்ததுடன் அதில் ரூபா 4,133,464,826 மாதிரம் கிடைத்திருந்தது. அதற்கிணங்க மேலும், கிடைக்க வேண்டிய பணம் ரூபா 516,436,257 ஆகும். (பின்னிணைப்பு 36)

5.9 மேலே 4.7.2 ஆம் பந்தியில் குறிப்பிடப்பட்டவாறு கல்விப் பொதுத்தராதரம் (உயர் தரம்) பயிலும் மாணவர்களுக்கு சனாதிபதி நிதியத்திலிருந்து வழங்கப்படுகின்ற புலமைப்பரிசில்.

கல்விப் பொதுத்தராதரம் (உயர் தரம்) பயிலும் மாணவர்களுக்கு புலமைப் பரிசில்களை வழங்குவதற்காக சனாதிபதி நிதியத்திலிருந்து நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய பணத்தில் ரூபா 435,000,000 தொகை 2007 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரை கழிக்கப்பட்டிருந்தும் சனாதிபதி நிதியத்திலிருந்து அப்பணத்தை மீளப் பெற்றுக்கொள்வதற்கு நம்பிக்கைப் பொறுப்பாளர் சபை நடவடிக்கை எடுத்திருக்கவில்லை. (பின்னிணைப்பு 37)

5.10 நெசனல் வெல்த் கோப்பரேசன் கம்பனியுடன் கொடுக்கல் வாங்கல்கள்

5.10.1 நம்பிக்கைப் பொறுப்பு நிதியத்தின் துணைக் கம்பனியான நெசனல் வெல்த் கோப்பரேசன் கம்பனி பிணையங்கள் கொடுக்கல் வாங்கல்களினூடாக போதியளவு மூலதன நலன்களை உழைக்காததன் காரணமாக 2015 மற்றும் 2016 ஆம்

ஆண்டுகளின் போது முறையே ரூபா 18.520 மில்லியன் மற்றும் ரூபா 102.941 மில்லியன் நட்டங்களை அடைந்திருந்தன.

- 5.10.2 2017 ஆம் ஆண்டின் போது நெசனல் வெல்த் கோப்பரேசன் லிமிட்டெடானால் முதலீட்டு பிரிவை பயன்படுத்தி மேற்கொண்ட மீள் கொடுப்பனவு (சுநிழ) கொடுக்கல் வாங்கல்களினூடாக ரூபா 13,329,828 தொகையான நட்டம் நிதியத்திற்கு ஏற்பட்டிருந்தது. (பின்னிணைப்பு 38)
- 5.10.3 2003 நவம்பர் 18 ஆந் திகதி நெசனல் வெல்த் கோப்பரேசன் கம்பனியுடன் ஏற்படுத்திக்கொண்ட நிதியத்தின் முகாமைத்துவம் சம்பந்தமான உடன்படிக்கையின் 2.2 ஆம் பிரிவின் பிரகாரம் 2017 ஒக்தோபர் 17 ஆந் திகதி நியமிக்கப்பட்ட முதலீட்டுக் குழு மூன்று மாதங்களுக்கு ஒரு தடவை கூட்டங்களை நடாத்த வேண்டிய போதிலும் அதன்படி கூட்டங்கள் நடாத்தப்பட்டிருக்கவில்லை.
- 5.10.4 2015 மற்றும் 2016 ஆம் ஆண்டுகளின் போது முறையே ரூபா 200.242 மில்லியன் மற்றும் ரூபா 499.181 மில்லியன் ஆக நட்டம் அடைந்து செயற்பட்டு வந்த நெட்வெல்த் சிகியுரிடீஸ் கம்பனியின் சாதாரண பங்குகளில் 2016 ஆம் ஆண்டின் போது மீண்டும் ரூபா 675 மில்லியன் முதலீடு செய்யப்பட்டிருந்தது.
- 5.10.5 நெட்வெல்த் சிகியுரிடீஸ் கம்பனி பிணைங்கள் கொடுக்கல் வாங்கல்களினூடாக போதியளவான மூலதன இலாபத்தை உழைக்காமை மற்றும் 2012 மற்றும் 2016 ஆம் ஆண்டுகளின் போது முறையே ரூபா 321.571 மில்லியன் மற்றும் ரூபா 612.217 மில்லியன் ஆகிய குறிப்பிடத்தக்க அளவான நட்டம் அடையப்பட்டிருந்தது.
- 5.10.6 நம்பிக்கைப் பொறுப்பு நிதியத்தினால் நெட்வெல்த் சிகியுரிடீஸ் கம்பனியின் முன்னுரிமைப் பங்குகளில் 2012 யூன் 29 ஆந் திகதி முதலீடு செய்யப்பட்ட ரூபா 200 மில்லியன் நம்பிக்கைப் பொறுப்பாளர்கள் சபையின் அங்கீகாரத்தினைப் பெற்றுக்கொள்ளாது 2015 யூன் 29 ஆந் திகதி விடுவிக்கப்பட்டிருந்தது.
- 5.10.7 நம்பிக்கைப் பொறுப்பு நிதியத்தின் உப துணைக்கம்பனியான இக்கம்பனிக்காக மதிப்பீட்டு ஆண்டு 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2013/2014, மற்றும் 2014/2015 ஆண்டுகளுக்காக முறையே ரூபா 24,136,857, ரூபா 77,382,317, ரூபா 84,378,708, ரூபா 66,181,759, ரூபா 18,288,933 மற்றும் ரூபா 113,687,212 ஆக ரூபா 384,055,786 மொத்த தொகை உள்நாட்டு இறைவரித் திணைக்களத்திடமிருந்து வருமான வரி மதிப்பீடு கிடைத்திருந்தும் கம்பனி அந்த வரிப்பணத்தைச் செலுத்துவதற்கு நடவடிக்கை எடுத்திருக்கவில்லை. அவ்வாறு செலுத்தப்படாததன் காரணமாக நெட்வெல்த் சிகியுரிடீஸ் கம்பனிக்கு 50 சதவீதம் அதாவது ரூபா 182,905,481

(192,027,893) தண்டப்பணமும் செலுத்த வேண்டியிருந்ததுடன் கம்பனியின் நிதிக்கூற்றுக்கள் அதற்காக ஒதுக்கீடுகளும் செய்திருக்கவில்லை.

5.10.8 மேலும் 2013 மற்றும் 2014 ஆம் ஆண்டுகளுக்காக முறையே ரூபா 25,564,925 மற்றும் ரூபா 89,470,832 தொகைகளான பெறுமதி சேர் வரிகளுக்கான மதிப்பீட்டு அறிவித்தல் கம்பனிக்கு கிடைத்திருந்தும் அப்பணத்தை செலுத்துவதற்கு நடவடிக்கை எடுத்திருக்காததுடன் கம்பனியின் நிதிக் சுற்றுக்களில் அதற்காக ஒதுக்கீடும் செய்யப்பட்டிருக்கவில்லை.

5.10.9 அங்கீகாரத்தினைப் பெற்றுக்கொள்ளாதும் முதலீட்டு முகாமைத்துவ உடன்படிக்கையின் 2.1 ஆம் பிரிவிற்கு முரணாகவும் ட்ரிலியன் சிகியுரிடீஸ் தனியார் கம்பனி மற்றும் வேச்சவல் இன்வெஸ்ட்மென்ட் என்ட் ட்ரேடிங் லங்கா தனியார் கம்பனி என்ற பெயருள்ள இரண்டு தனியார் கம்பனிகளுடன் 2013 மற்றும் 2014 ஆண்டுகளில் மீள் கொள்வனவு கொடுக்கல் வாங்கல்கள் செய்தமை தொடர்பாக மேற்கொள்ளப்பட்ட தடயவியல் கணக்காய்வின் பிரகாரம் மேற்கூறிய மீள்கொள்வனவு கொடுக்கல் வாங்கல்களை மேற்கொள்ளும் போது உத்தியோகத்தர்கள் முறையற்ற வகையில் கொடுக்கல் வாங்கல்களில் சம்பந்தப்பட்டிருந்தமை வெளிப்படுத்தப்பட்டது.

5.10.10 மேலும் 4.9.3 ஆம் பந்தியின் பிரகாரம் மீள் கொள்வனவு கொடுக்கல் வாங்கல்களினூடாக ஏற்பட்டுள்ள அனைத்து கட்டணங்களையும் மேற்கூறிய இரண்டு சேவை வழங்குனர்களுக்கு நிர்ணயிக்கப்பட்டவாறு செலுத்துவதற்கு ஆலோசனை வழங்கி இலங்கை மத்திய வங்கியினால் 2015 ஆகஸ்ட்டு 07 ஆந் திகதி கம்பனிக்கு கட்டளைகள் வழங்கப்பட்டிருந்தும் இலங்கை மத்திய வங்கியினால் இக்கட்டளை இரத்துச் செய்யப்படாதிருந்ததனால் கம்பனி அதற்கிணங்க நடவடிக்கை எடுப்பதற்கு கட்டுப்பட்டுள்ளது.

5.10.11 2018 மே 30 ஆந் திகதி வரையும் கம்பனியால் தொடர்புபட்ட தரப்பினர்களுக்கு எதிராக நடவடிக்கை எடுத்திருக்கவில்லை

5.10.12 வயிட் குரோவ் ஹோல்டிங்ஸ் மற்றும் எஸ்ட்ரல் கெபிடல் ஹோல்டிங்ஸ் கம்பனிகள் நிதிக் கம்பனிகளாக இலங்கை மத்திய வங்கியில் பதிவு செய்யப்பட்டுள்ளதா என்பதனை அக்கம்பனிகளுக்கு கொடுப்பனவு செய்வதற்கு முன்னர் கம்பனியால் உறுதிப்படுத்திக் கொள்ளப்பட்டிருக்கவில்லை என்பது அவதானிக்கப்பட்டது. மேலும் 2017ஆம் ஆண்டிற்கான நிதிக்கூற்றுக்களில் அக்கொடுக்கல் வாங்கல்களை வெளிப்படுத்துவதற்கும் தவறவிடப்பட்டிருந்தது.

5.11 செயல்நடவடிக்கைத் திட்டம்

நிதியத்தில் வருடாந்த செயல் நடவடிக்கைத் திட்டம் தயாரிக்கப்பட்டிருந்தும் அதன் இலக்குகள் போதியளவில் காட்டப்படாதிருந்ததுடன் செயலாற்றல் அறிக்கையை தயாரித்தலும் நம்பிக்கைப் பொறுப்பு சபையால் மேற்கொள்ளப்பட்டாமையின் காரணமாக மஹாபொல நம்பிக்கைப் பொறுப்பு நிதியத்தின் செயல் முன்னேற்றத்தை மதிப்பீடு செய்ய முடியாதிருந்தது.

5.12 மஹாபொல மங்கத லொத்தருக்காக ஒரு முதலீட்டாளரைத் தெரிவு செய்தல்

5.12.1 பெறுகை வழிகாட்டிக் கோவையின் 2.7.2(ஆ) பிரிவின் பிரகாரம் ஒரு பெறுகை மதிப்பீட்டுக் குழு நியமிக்கப்பட்டிருக்கவில்லை.

5.12.2 பெறுகை வழிகாட்டிக் கோவையின் 5.3.1 ஆம் பிரிவின் பிரகாரம் கேள்விகளைக் கோருவதற்காக ஏற்றுக் கொள்ளப்பட்ட கேள்வி ஆவணங்கள் பயன்படுத்தப்படாதிருந்ததுடன் தொழில் நுட்ப மதிப்பீட்டுக் குழு நியமிக்கப்பட்டிருக்காததன் காரணமாக அந்த பயன்படுத்தப்பட்ட கேள்வி ஆவணங்கள் தொழில்நுட்ப மதிப்பீட்டுக் குழுவால் பரீட்சிக்கப்பட்டு அங்கீகரிக்கப்பட்டிருக்கவில்லை.

5.12.3 பெறுகை வழிகாட்டிக் கோவையின் 6.2.2 ஆம் பிரிவின் பிரகாரம் கேள்விகளைச் சமர்ப்பிப்பதற்காக ஆகக் குறைந்தது 21 நாட்கள் வழங்கப்பட வேண்டிய போதிலும் 10 நாட்கள் மாத்திரம் வழங்கப்பட்டதன் காரணமாக 3 கேள்விகள் மாத்திரம் கிடைத்திருந்தன.

5.12.4 கேள்வி மதிப்பீட்டுக் குழு நியமிக்கப்பட்டிருக்காததன் காரணமாக விபரமான கேள்வி மதிப்பீடு இடம்பெறாமல் லொத்தர் குழுவினால் கேள்விகளை ஒப்பீடு செய்தல் மாத்திரம் இடம்பெற்றிருந்தது. பெறுகை வழிகாட்டிக் கோவையின் 5.3.2 ஆம் பிரிவின் பிரகாரம் கேள்விதாரர்களிடம் இருக்க வேண்டிய “நேரடியான தகமை” எனும் தகமை கேள்வி கோரும் தேவைப்பாட்டிற்கு உள்ளடக்கப்பட வேண்டிய போதிலும் அது உள்ளடக்கப்படாதிருந்தும் சமர்ப்பிக்கப்பட்ட மூன்று கேள்விகளுக்கு மத்தியில் தெளிவான தகவல்களைச் சமர்ப்பிக்கப்படவில்லை எனக் குறிப்பிட்டு ஒரு கேள்வி நிராகரிக்கப்பட்டிருந்தது.

5.12.5 பெறுகை வழிகாட்டிக் கோவையின் 7.12 ஆ் பிரிவின் பிரகாரம் ஆக்கப்பூர்வமான போட்டி இல்லை என்பது தெளிவாகக் தோன்றுகையில் அனைத்து கேள்விகளையும் நிராகரிப்பதற்கு வாய்ப்புக் காணப்பட்டிருந்ததும் அதற்கிணங்க நடவடிக்கை எடுக்கப்படாது வழிகாட்டிக் கோவையின் 7.10 ஆம் பிரிவிற்கு முரணாக ஏனைய வளங்கள், நிதிநிலைமை, அனுபவம் என்பவற்றை கவனத்தில் கொள்ளாது முதலீடு செய்த

கம்பனியால் சமர்ப்பித்த ஒரு கேள்வி சம்பந்தமான உரிய கம்பனியை மதிப்பீடு செய்வதற்குப் பதிலாக பிரதான முதலீட்டாளரான ஒரு வெளிநாட்டவர் மதிப்பீட்டுக்கு உட்படுத்தப்பட்டிருந்தார். மேலும் உரிய கம்பனி பதிவு செய்யப்படும் போது லொத்தரை நடைமுறைப்படுத்துதலை ஒரு குறிக்கோளாகக் காட்டியிருக்கவில்லை.

5.12.6 பெறுகை வழிகாட்டிக் கோவையின் 8.9.1 ஆம் பந்தியின் பிரகாரம் பெறுகை நிறுவனத்தினால் முறைப்படியான ஒப்பந்த உடன்படிக்கை தயாரிக்கப்பட வேண்டிய போதிலும் தெரிவு செய்யப்பட்ட கேள்வி தாரரினால் உடன்படிக்கை தயாரிக்கப்பட்டிருந்தது. எனவே “மஹபொல லொத்தரை அமுல்படுத்துவதற்கான தொடக்க செயற்பாட்டு வழிகாட்டிக் கோவையின்” 6,8,9,14,15,16,17 மற்றும் 20 எனும் விடயங்கள் உடன்படிக்கையில் நீக்கப்பட்டிருந்தது. லொத்தரின் செயற்பாட்டு நடவடிக்கைகள் மற்றும் செயலாற்றலில் வெளிப்படைத்தன்மை இருக்கவில்லை.

5.12.7 நம்பிக்கை பொறுப்பு நிதியம் லொத்தர்காரருடன் 2013 ஆம் ஆண்டின் போது செய்து கொள்ளப்பட்ட உடன்படிக்கையின் நிபந்தனை மற்றும் நியதிகளின் பிரகாரம் 2015 மே 05 ஆந் திகதியிலிருந்து 2016 பெப்ரவரி 07 ஆந் திகதி வரையான காலத்திற்காக லொத்தர்காரரிடமிருந்து கிடைக்க வேண்டிய தவணைப்பணம் ரூபா 375,000,000 மற்றும் அப்பணம் நிலுவையாக இருந்ததன் காரணமாக அறவிட வேண்டிய வட்டி ரூபா 14,564,000 இனை அறவிடுவதற்கு நம்பிக்கைப் பொறுப்பு நிதியம் நடவடிக்கை எடுத்திருக்காததுடன் அது கணக்கீடு செய்யப்பட்டிருக்கவில்லை மேலும் 2016 பெப்ரவரி 08 ஆந் திகதியிலிருந்து உடன்படிக்கையை இரத்துச் செய்த திகதியான 2016 செப்டெம்பர் 15 ஆந் திகதி வரை நிதியத்திற்கு கிடைக்க வேண்டிய தவணைப் பணம் ரூபா 298,913,043 ஆகும். (பின்னிணைப்பு 39)

5.12.8 இந்த ஒப்பந்த உடன்படிக்கையின் 7.1(ஆ) பிரிவின் பிரகாரம் ஒப்பந்தக் கம்பனி தவணைப் பணத்தை காலாண்டு ஆரம்பிக்கின்ற திகதி அல்லது அத்திகதிக்கு முன்னர் நம்பிக்கை பொறுப்பு நிதியத்திற்கு செலுத்துதல் வேண்டும். அவ்வாறு செலுத்தப்படவில்லையாயின் அத்திகதியிலிருந்து 90 நாட்களுக்குள் ஒப்பந்தக்காரருக்கு அது பற்றி எழுத்து மூலம் தெரிவிக்க வேண்டிய போதிலும் 2014 சனவரி 31 ஆந் திகதியிலிருந்து 2016 நவம்பர் 15 ஆந் திகதி வரை பணக்கொடுப்பணவு நிலுவையாகக் காணப்பட்டிருந்த போதிலும் நம்பிக்கைப் பொறுப்பு நிதியத்தால் அது பற்றி எழுத்து மூலம் தெரிவிக்கப்பட்டிருக்கவில்லை. அவ்வாறே அத்திகதியிலிருந்து 14 நாட்களுக்குள் அதாவது 2015 ஆகஸ்ட் 17 ஆந் திகதி உடன்படிக்கை முடிவுறுத்தப்பட வேண்டிய போதிலும் 2016 செப்டெம்பர் 15 ஆந் திகதியே உடன்படிக்கை இரத்துச் செய்யப்பட்டிருந்தது. எனவே ஒரு ஆண்டிற்கு மேற்பட்ட காலம் மஹபொலவின் பெயரைப் பயன்படுத்தி ஒரு தனியார் கம்பனிக்கு அதிக அளவான இலாபத்தை உழைப்பதற்கு சந்தர்ப்பம் வழங்கப்பட்டிருந்தது.

5.12.9 இரண்டு பாராளுமன்ற அதிகாரச்சட்டங்களின் பிரகாரம் தோற்றுவிக்கப்பட்டுள்ள தேசிய லொத்தர் சபை மற்றும் அபிவிருத்தி லொத்தர் சபையின் மூலம் மங்கத லொத்தர்களை அமுல்படுத்துவதற்கான வாய்ப்புக்கள் தொடர்பாக ஆராய்ந்து பார்க்கப்பட்டிருக்கவில்லை.

5.13 நிதியத்தின் கூட்டங்களை நடாத்துதல்

நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபையால் ஆகக் குறைந்த அளவிலான கூட்டங்களே நடாத்தப்பட்டிருந்ததுடன் அது மிகவும் பாதகமான முறையில் நிதியத்தின் வளர்ச்சிக்குத் தாக்கமளித்திருந்தது. 1981 இலிருந்து 2018 செப்டெம்பர் வரையான காலப்பகுதியின் போது நிதியத்தின் நம்பிக்கைப் பொறுப்பாளர் சபையின் கூட்டங்களை நடாத்துதலின் பொழிப்பு பின்னிணைப்பு 40 இல் தரப்பட்டுள்ளது. அக்காலப்பகுதியில் 13 ஆண்டுகளின் போது ஒரு ஆண்டிற்கு ஒரு கூட்டம் வீதம் நடாத்தப்பட்டிருந்ததுடன் 2013 மற்றும் 2014 ஆம் ஆண்டுகளில் கூட்டங்கள் நடாத்தப்பட்டிருக்கவில்லை. அவ்வாறே அதிகாரச்சட்டத்தின் 11 ஆம் பிரிவின் பிரகாரம் சபையின் கூட்டங்களின் நடைமுறைகளையும் அக்கூட்டங்களை செயற்படுத்துவதையும் ஒழுங்கு முறைப்படுத்துவதற்காக சபையினால் விதிகள் உருவாக்கப்பட வேண்டிய போதிலும் அவ்வாறு விதிகள் தயாரிக்கப்பட்டமைக்கான சான்றுகள் காணப்படவில்லை.

6. முறைமைகள் மற்றும் கட்டுப்பாட்டு பலவீனங்கள்

6.1 உத்தியோகத்தர்கள் மற்றும் ஊழியர்களை நியமித்தல் சேவையில் ஈடுபடுத்துதல் அதிகாரச்சட்டத்திலுள்ள ஒழுங்குவிதிகளின் கீழ் தயாரிக்கப்பட்ட சட்ட விதிகளுக்கு இணங்க இடம் பெற்றிருக்காமை.

6.2 தீர்மானம் எடுக்கும் போது நம்பிக்கைப் பொறுப்பாளர் சபை கூட்டப்படாது ஒரு நம்பிக்கைப் பொறுப்பாளரின் தேவைப்பாட்டின் அடிப்படையில் எடுக்கப்படுகின்ற தீர்மானம் ஏனைய நம்பிக்கைப் பொறுப்பாளரினூடாக உறுதிப்படுத்தப்படுதல்.

6.3 கணக்காளர் / நிதி முகாமையாளர் பதவி இல்லாததனால் நிதியத்தின் பொடுப்பனவுகளை சிபாரிசு செய்தல், அங்கீகரித்தல் மற்றும் சான்றுபடுத்துதல் பணிப்பாளரால் மேற்கொள்ளப்படல், கொடுக்கல் வாங்கல்களை கணக்கீடு செய்தல் முறைப்படியாக இடம்பெறாமை மற்றும் நிதிக் கூற்றுக்கள் இலங்கை கணக்கீட்டு நியமங்களுக்கு இணங்க இடம்பெறாமை

6.4 முதலீட்டு நலன்களை மதிப்பீடு செய்தல் முறைப்படியாக இடம்பெறாமையும் துணைக் கம்பனிகளின் மேற்பார்வை முறைப்படியாக இடம்பெறாமையும்

6.5 2006 அரசாங்க பெறுகை வழிகாட்டிக் கோவைக்கு இணங்க நடவடிக்கை எடுக்காமை

6.6 முதலீடுகளை மதிப்பீடு செய்யும் குழு செயற்படாமை.

7. சிபாரிசுகள்

7.1 மஹபொல உயர்கல்வி புலமைப்பரிசில் நம்கிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தில் குறிப்பிட்ட ஒழுங்குவிதிகளை பொருத்தமான முறையில் ஆய்வு செய்து நிதியத்தின் நடவடிக்கைகளை ஆக்கபூர்வமாகச் செயற்படுத்துவதற்குத் தேவையான சரியான தீர்மானங்களை எடுத்தல் நம்பிக்கைப் பொறுப்பாளர் சபை கூட்டங்களின் போது பெரும்பாலானவர்களின் இணக்கப்பாட்டின் பேரில் இடம்பெறவேண்டுமென சிபாரிசு செய்யப்படுகின்றன. (அவதானிப்பு பந்திகளுக்கான தொடர்பு 5.1, 5.2, 5.3, 5.4, 5.5, 5.6,5.7, 5.8, 5.9,5.10,5.12 என்பன)

7.2 நம்பிக்கைப் பொறுப்பு நிதிய அதிகாரச் சட்டத்தில் திருத்தங்களம் உரிய காலத்தில் செய்யப்பட வேண்டுமென சிபாரிசு செய்யப்படுகின்றது. (அவதானிப்பு பந்திகளுக்கான தொடர்பு 5.13 என்பன)

7.3 நிதியத்தின் செயற்பாடுகளையும் கடமைகளையும் அமுல்படுத்தும் போது நிதிப்பிரமாணக் கோவை, தாபனவிதிக் கோவை. 2006 அரசாங்க பெறுகை வழிகாட்டிக் கோவை, காலத்துக்குக் காலம் வழங்கப்படுகின்ற ஏனைய அரசாங்க சுற்றறிக்கைகள் என்பவற்றிற்கு இணங்க நடவடிக்கை எடுக்கப்பட வேண்டும் என (அவதானிப்பு பந்திகளுக்கான தொடர்பு 5.7, 5.12 என்பன)

7.4 நம்பிக்கைப் பொறுப்பு நிதியம் வெளித்தரப்பினர்களுடன் உடன்படிக்கைகளைச் செய்துகொள்ளும் போதும் செய்துகொள்ளப்பட்ட உடன்படிக்கைகளின் நிபந்தனைகளில் பாரிய அளவில் மாற்றங்களைச் செய்யும் போதும் அமைச்சரவையின் அங்கீகாரத்துடன் செய்யப்பட வேண்டுமெனவும் தற்போதுள்ள நிதியத்திற்கு சாதகமற்ற நிபந்தனைகளுடனான உடன்படிக்கைகளை இரத்துச் செய்து நம்பிக்கைப் பொறுப்பு நிதியத்தின் எதிர்பார்க்கப்பட்ட குறிக்கோள்களை அடைந்து கொள்வதற்கு முடியுமான வகையில் புதிய உடன்படிக்கைகளைச் செய்து கொள்ளல் (அவதானிப்பு பந்திக்கான தொடர்பு 5.3 என்பன)

7.5 நம்பிக்கைப் பொறுப்பு நிதியத்தின் வருமானம், செலவு, சொத்துக்கள் பொறுப்புக்கள் என்பவற்றிற்குரிய அனைத்து கொடுக்கல் வாங்கல்களையும் முறையாகக் கணக்கீடு செய்தல், ஏடுகளைப் பேணுதல், நிதிக் கட்டுப்பாட்டிற்காக நிதி முகாமைத்துவத்திற்கும் நிர்வாகத்திற்குமாக பொறுப்பான பதவிகளை உருவாக்கி தாபனக்கட்டமைப்பு திருத்தம் செய்யப்பட வேண்டுமென சிபாரிசு செய்யப்படுகின்றது (அவதானிப்பு பந்திக்கான தொடர்பு 5.5.1, 5.7, 5.8 என்பன)

- 7.6 நம்பிக்கைப் பொறுப்பு நிதியத்தின் முதலீட்டையும் நலன்களையும் மதிப்பீடு செய்வதற்காக நியமிக்கப்பட்ட குழு மூன்று மாதங்களுக்கு ஒரு தடவை கூடி முதலீட்டு மதிப்பீட்டு நடவடிக்கைகளை மேற்கொள்ளப்பட வேண்டுமெனவும் அது தொடர்பாக நம்பிக்கைப் பொறுப்பாளர் சபைக் கூட்டங்களின் போது பரீட்சிக்கப்பட வேண்டுமெனவும் சிபாரிசு செய்யப்படுகின்றது. (அவதானிப்பு பந்திக்கான தொடர்பு 5.10.3 என்பன)
- 7.7 நம்பிக்கைப் பொறுப்பு நிதியத்தின் முதலீடு, புலமைப் பரிசல்களை வழங்குதல் என்பன உள்ளடங்கலாக அனைத்து செயற்பாடுகளையும் உள்ளடக்கி ஒரு செயல் நடவடிக்கைத் திட்டம் வருடாந்தம் தயாரிக்கப்பட வேண்டுமெனவும் வருடாந்த செயலாற்றல் அறிக்கை தயாரித்து செயல்முன்னேற்றத்தை பரீட்சிக்க வேண்டுமெனவும் சிபாரிசு செய்யப்படுகின்றது. (அவதானிப்பு பந்திக்கான தொடர்பு 5.11 என்பன)
- 7.8 நம்பிக்கைப் பொறுப்பு நிதியத்தின் கீழ் காணப்படுகின்ற துணைக் கம்பனிகளில் மேற்கொள்ளப்பட்ட முதலீடுகள் மற்றும் முதலீட்டு பிரிவை முகாமைத்துவம் செய்வது தொடர்பாக முறையான மேற்பார்வை தொடர்ச்சியாக மேற்கொள்ளப்பட வேண்டுமென சிபாரிசு செய்யப்படுகின்றது. (அவதானிப்பு பந்திக்கான தொடர்பு 5.10 என்பன)
- 7.9 முதலீடு முறைப்படியாக செய்யப்படாமையின் காரணமாக நிதியத்தின் நெதிமும் தன்மை தொடர்பாக எதிர்காலத்தில் சிக்கலான நிலைமை உருவாகுவதற்கு வாய்ப்புக்கள் காணப்படுவதனால் நிதியத்திற்கு அதிக நலன் தரக்கூடிய வகையில் நம்பிக்கைப் பொறுப்பு நிதியத்தை உருவாக்கி முகாமைத்துவம் செய்தல் நம்பிக்கைப் பொறுப்பாளர்களால் செய்யப்பட வேண்டுமென சிபாரிசு செய்யப்படுகின்றது. (அவதானிப்பு பந்திக்கான தொடர்பு 5.1-5.13 என்பன)

8 இறுதித் தீர்மானம்

- 8.1 மஹாபொல அதிகாரச் சட்டத்தின் 3 ஆம் பிரிவின் பிரகாரம் நிதியம் தொடர்பான நிர்வாகம், முகாமைத்துவம், கட்டுப்பாடு என்பன நம்பிக்கைப் பொறுப்பாளர் சபைக்கு ஒப்படைக்கப்பட்டிருந்தும் நம்பிக்கைப் பொறுப்பாளர் சபை 2003 ஆம் ஆண்டிலிருந்து 2017 ஆம் ஆண்டு வரையான காலத்தில் நிதியத்திற்கு சாதகமான வகையிலும் ஆக்கபூர்வமாகவும் தீர்மானம் எடுக்காமையும் ஒப்படைக்கப்பட்டுள்ள அதிகாரங்களை மீறி நடவடிக்கை எடுத்தமையும் காரணமாக நிதியத்திற்கு நிதிசார்ந்த மற்றும் நிதிசாராத பாதிப்புக்கள் ஏற்பட்டுள்ளது என இறுதித் தீர்மானமளிக்கின்றேன்.
- 8.2 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்ட) கம்பனி (SLIIT) உடன் 2003 ஆம் ஆண்டில் செய்து கொள்ளப்பட்ட உடன்படிக்கையின் பிரகாரம் மஹாபொல நிதியத்திற்கு கிடைக்க வேண்டியிருந்த ரூபா 1,645,494,236 நலன்களை

அறவீடு செய்வதற்கு நடவடிக்கை எடுக்காமை சம்பந்தமாக முகாமைத்துவம் பொறுப்புக் கூற வேண்டும் என இறுதித் தீர்மானமளிக்கின்றேன்.

8.3 அபிவிருத்தி லொத்தர் சபையின் வருடாந்த இலாபத்தில் 50 சதவீத இலாபப் பங்கு நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு அனுப்பி வைக்கப்பட வேண்டியிருந்தும் அத்தொகை ரூபா 516,436,257 ஆல் குறைத்து அனுப்பிவைக்கப்பட்டமை சம்பந்தமாக அது தொடர்பாக பரீட்சித்து நம்பிக்கைப் பொறுப்பு நிதியத்திற்கு கிடைக்க வேண்டிய பணத்தை பெற்றுக் கொள்வது சம்பந்தமாக நம்பிக்கைப் பொறுப்பு நிதியத்தின் முகாமைத்துவம் பொறுப்புக் கூற வேண்டும் என இறுதித் தீர்மானமளிக்கின்றேன்.

8.4 நம்பிக்கைப் பொறுப்பு நிதியத்திற்குச் சொந்தமான கம்பனியாகிய நெசனல் வெல்த் கோப்பரேசன் கம்பனிக்கு நிதியத்தின் முதலீட்டு பிரிவை முகாமைத்துவம் செய்யும் நடவடிக்கை ஒப்படைக்கப்பட்டிருந்தும் இக் கம்பனி பிணையங்களின் முதலீட்டினூடாக கடந்த மூன்று ஆண்டுகளின் போது மூலதன நட்டம் அடைந்தமையின் காரணமாக நிதியத்தின் பணத்தை நம்பிக்கைப் பொறுப்பாளர் சபை முறைப்படியாக முகாமைத்துவம் செய்வதற்கு தேவையான நடவடிக்கை எடுத்திருக்கவில்லை என இறுதித்தீர்மானமளிக்கின்றேன்.

8.5 மங்கத லொத்தரை (Online Lottery) அமுல்படுத்துவதற்காக முறையான நடைமுறைகளுக்குப் புறம்பாக லொத்தர்தாரரை தெரிவு செய்தமையின் காரணமாக நம்பிக்கைப் பொறுப்பு நிதியத்தால் இழக்கப்பட்ட ரூபா 673,913,043 பணம் சம்பந்தமாக லொத்தர்தாரரை தெரிவு செய்தமைக்கு நடவடிக்கை எடுத்த பெறுகைக் குழு, மதிப்பீட்டுக் குழு மற்றும் லொத்தர்தாரர் பொறுப்புக் கூற வேண்டுமென இறுதித்தீர்மானமளிக்கின்றேன்.

8.6 இலங்கை தகவல் தொழில்நுட்ப (உத்தரவாதத்தால் வரையறுக்கப்பட்டது) கம்பனி (SLIT) அரசாங்கத்திற்குச் சொந்தமான சொத்தாக உள்ளதுடன் அரசாங்கத்திற்கு எதுவித கொடுப்பனவும் செய்யாது அது தனியார் துறைக்கு ஒப்படைக்கப்பட்டிருந்ததனால் அரசாங்கத்தின் உரிமையைப் பாதுகாப்பதற்காக நடவடிக்கை எடுக்க வேண்டுமெனவும் அந் நிதிலையை புலனாய்வு செய்வதற்காக விசேட குழுவினை நியமித்தல் பொருத்தமானது எனவும் இறுதித்தீர்மானமளிக்கின்றேன்.

8.7 இந்த அறிக்கையில் கணக்காய்வாளர் தலைமை அதிபதியின் அதிகாரம் வளங்கள், காலம், சமர்ப்பிக்கப்பட்ட தகவல்கள் ஆகிய நோக்கெல்லைக்குள் மேற்கொள்ளப்பட்டதனால் அதற்கு அப்பால் சென்று கணக்காய்வாளர் தலைமை அதிபதிக்கு இறுதித் தீர்மானமளிக்க முடியாத மட்டத்தில் சட்டத்துக்கு முரணான அல்லது குற்றவியல் நடவடிக்கை இடம் பெற்றுள்ளனவா என்பது எனது பரிசீலனைக்கு உட்படுத்தப்பட்டிருக்கவில்லை. எனவே, அவ்வாறான பரிசோதனை செய்யப்பட வேண்டுமாகயிருந்தால் அதற்காக விசேடத்துவமான நிறுவனங்களின் அல்லது அதன் ஒரு பகுதியின் உதவியைப் பெற்றுக் கொள்வது பொருத்தமானது என இறுதித்தீர்மானமளிக்கின்றேன்.

ஒப்பம்./எச்.எம். காமினி விஜேசிங்ஹு
கணக்காய்வாளர் தலைமை அதிபதி

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கணக்காய்வாளர் தலைமை அதிபதி
2019 சனவரி 25

Special Audit Report on Management of Investments of the Mahapola Higher Education Scholarship Trust Fund

Executive Summary

The Mahapola Higher Education Scholarship Trust Fund has been established under the Mahapola Higher Education Scholarship Trust Fund Act, No.66 of 1981 for achieving five objectives and goals including providing the youth with higher education facilities. According to Section 3(1) of the Act, the administration, management and control of the Fund have been vested in a Board of Trustees. The Board of Trustees consists of the Founder, Chief Justice of the Supreme Court, Secretary to the Ministry of Higher Education, Secretary to the Ministry of the Minister in charge of Education, Secretary to the Ministry of the Minister in charge of Trade and two persons appointed for a period of five years by the Founder. The Board of Trustees is entrusted with the power to do all things necessary for, or conducive or incidental to, the carrying out of the objectives of the Fund according to Section 6 (1) of the Act. Further, the Trustees should carry out the generation and management of funds of the Trust Fund in a more beneficial manner.

However, the decisions that have been taken by the Board of Trustees during the past period had been taken in a manner unbeneficial and disadvantageous to the Mahapola Fund. In the examination of these situations, the relevant Acts and Orders, agreements, Cabinet Decisions, Decisions of the Board of Directors as well as procurement documents were examined. According to the matters revealed in those examinations the conditions beneficial to the Mahapola Trust Fund, by the agreement entered into on 19 March 2003 with the Sri Lanka Institute of Information Technology (Guaranteed) Limited., (SLIIT) established by the Mahapola Fund on a land of 25 acres in extent located at Malabe owned by the Mahapola Trust Fund with a view to providing the opportunity for higher education to students who are unable to enter universities, had been terminated by the agreements entered into on 14 November 2005 and 12 May 2015 and the interest claimed on the Sri Lanka Institute of Information Technology by the Mahapola Trust Fund had been converted into the position of a lease agreement. Further, the income receivable until then had not been made available to the Mahapola Fund as well. Even though the Mahapola Trust Fund is entitled to a share of 50 per cent of the profit of the Development Lotteries Board established with equal capital contribution of the President's

Fund and the Mahapola Trust Fund, since the year 2012, a share of profit less than that had been received to the Trust Fund from the President's Fund. Failure in proper supervision of the management of the investment portfolio of the Mahapola Trust Fund maintained in the Bank of Ceylon managed by the National Wealth Corporation established by the Trust Fund and failure in proper supervision relating to transactions of Government securities as well carried out by the Natwealth Securities which is a subsidiary of that Company had resulted in the said companies running at a loss or earning inadequate profit during the past years. Further, the profits earned from Online Lottery which had been conducted by selecting a lottery agent without a procurement process for collection of funds, had not been received to the Trust Fund. The objective of this report is to reveal the parties responsible for the adverse effects caused to the Mahapola Fund and to direct the parties responsible in making more beneficial and correct investment decisions for realizing the expected objectives in establishing the Trust Fund.

Accordingly, it was basically identified that correct decisions required for the efficient control of the affairs of the Fund, should be taken by meticulously studying the provisions cited in the Mahapola Higher Education Scholarship Trust Fund Act for minimizing these problems on the agreement of the majority at the meetings of the Board of Trustees, amendments of the Trust Fund Act should be made timely and that Cabinet approval should be obtained prior to entering into agreements.

In terms of Section 3 of the Mahapola Trust Fund Act, it is concluded that even though the administration, management and control of the Fund have been vested in the Board of Trustees, financial and non-financial losses had occurred to the Fund due to the failure of the Board of Trustees in taking decisions beneficial and advantageous to the Fund during the period from the year 2003 to the year 2017 and taking action exceeding the powers vested.

1. Background and Nature of the Report

The Mahapola Higher Education Scholarship Fund has been initiated with the main objective of assisting higher educational requirements of students with financial difficulties. This Fund which had been initiated about 35 years back, is controlled by a Board of Trustees. However the Mahapola Higher Education Scholarship Fund had been subjected to criticism due to reasons such as improper management of investment of moneys of the Fund and allowing the ownership of the Mahapola Campus at Malabe which was initiated under the trusteeship of the Fund, to fall out from the hands of the Fund by the Board of Trustees during the past period. As such, this report was prepared for the purpose of identifying the parties responsible for the unfavourable situations affecting the Mahapola Fund by examining these matters and for revealing the unbeneficial situations occurred to the Fund as a result of improper decisions taken by the Board of Trustees.

2. The Methodologies followed

This report has been prepared according to the following methodologies.

2.1 Examination of Registers, Books and Records

- 2.1.1 Mahapola Higher Education Scholarship Trust Fund Act, No.66 of 1981
- 2.1.2 Cabinet Memoranda and Decisions
- 2.1.3 Decisions of the Board of Trustees
- 2.1.4 The following agreements entered into by the Trust Fund with each investor
 - 2.1.4.1 With the Sri Lanka Institute of Information Technology (Guarantee) Limited on 19 March 2003
 - 2.1.4.2 With the Sri Lanka Institute of Information Technology (Guarantee) Limited on 14 November 2005
 - 2.1.4.3 With the Sri Lanka Institute of Information Technology (Guarantee) Limited on 12 May 2015
 - 2.1.4.4 Lease agreement with the Sri Lanka Institute of Information Technology (Guarantee) Limited on 12 May 2015

- 2.1.4.5 With the National Wealth Corporation on 18 November 2003
- 2.1.4.6 Additional agreement entered into with the National Wealth Corporation on 19 June 2015
- 2.1.4.7 Additional agreement entered into with the National Wealth Corporation on 03 March 2016
- 2.1.4.8 With Oceanic Games Company (Pvt) Ltd on 30 July 2013
- 2.1.5 Memoranda of Association, Articles of Association of the companies with whom the Trust Fund carries out transactions and information on Directors, Trustees, Secretaries and shareholders of the company
- 2.1.6 Annual financial statements and annual reports
- 2.1.7 Subsidiary books and source documents
- 2.1.8 Fixed deposit certificates
- 2.1.9 Treasury Bond certificates
- 2.1.10 Treasury Bills certificates
- 2.1.11 Gazettes Extraordinary and newspaper articles
- 2.1.12 Procurement Guidelines – 2006 and Procurement Manual of the Democratic Socialist Republic of Sri Lanka and revisions
- 2.1.13 Reports of Procurement Committees and Technical Evaluation Committees
- 2.1.14 Files containing bidding documents and registers submitted by bidders
- 2.1.15 Internet and websites

3. Scope

Financial Statements and Annual Reports, Corporate Plan, Action Plan and decisions of the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund and information on the National Wealth Corporation relating to 19 years from the year 1999 to year 2017 were examined.

4. Process

4.1 Introduction to the Mahapola Trust Fund

4.1.1 Initiation and Control of the Fund

A programme by the name, “Mahapola Programme” had been commenced in 1980 by the Founder in rural areas with a donation of Rs.10,000 for the benefit of the underprivileged, having realized the need for the development of education as a means of overcoming problems of poverty prevailing in Sri Lanka. Sufficient funds have been successfully collected by means of public and private endowments for the carrying out of this programme and the Mahapola Higher Education Trust Fund had been established by Deed of Trust No.2773 for the purpose of utilizing those funds for the advancement of the cause of education in Sri Lanka. Accordingly, the Mahapola Higher Education Scholarship Trust Fund had been incorporated by Act, No.66 of 1981 on the request made by the trustees of the said Fund for the achievement of the aims and objectives of the Trust Fund (Annexure 01). This Fund had been developed by various grants, gifts or endowments or moneys realized or collected.

4.1.2 Control of the Fund

According to Section 3 of the aforesaid Act, the administration, management and control of the Fund is vested in a Board of Trustees. The Board of Trustees consists of the Founder, the Chief Justice, the Secretary to the Ministry of Higher Education, Secretary to the Ministry of Education, Secretary to the Ministry of Trade and two persons appointed by the Founder for a period of five years. The Minister in charge of Trade will succeed as Founder after the Founder’s death.

4.1.3 Vision

To create an educated society with the aim of alleviating poverty

4.1.4 Mission

To provide scholarships for both the youth underprivileged and high achievers to complete their higher education and creation of equal opportunities through the Development of facilities for Higher Education.

4.1.5 Aims and Objectives

The aims and objectives in terms of Section 5 of the Act appear below.

- (a) To provide higher educational facilities to youth;
- (b) to provide assistance to deserving youth who have completed their secondary education satisfactorily, so as to enable them to complete their academic, industrial or technical education at a University or technical or higher educational institute, as the case may be ;
- (c) to set up and assist in the setting up and management of vocational training institutes for enabling youth to develop their vocational skills and competence;
- (d) to set up and assist in the management and conduct of schools, institutes, foundations and similar institutions engaged in the furtherance of education; and
- (e) to provide assistance for the development and improvement of the skills and competence of lecturers, teachers, and such persons engaged in the furtherance of education.

4.1.6 Powers and Functions of the Board of Trustees

The powers and functions of the Board in terms of Section 6 of the Act appear below.

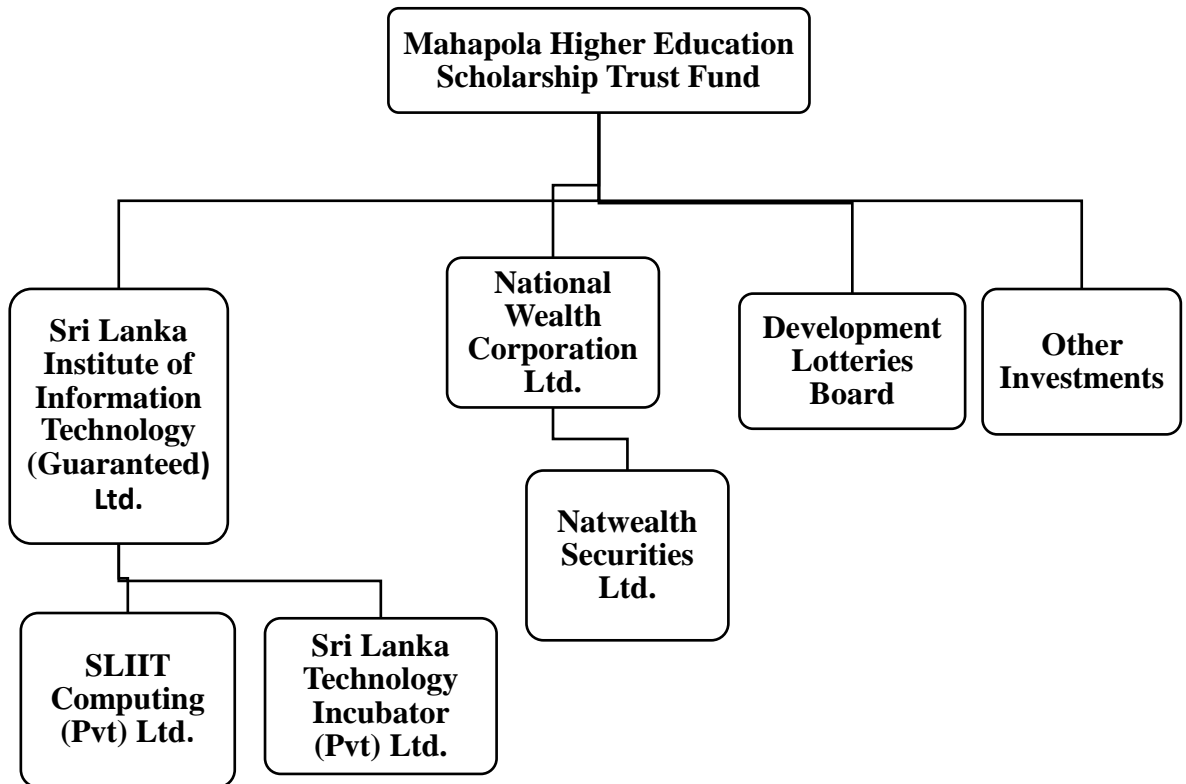
The Board of Trustees shall, in the name of the Fund, have the power to do all things necessary for, or conducive or incidental to, the carrying out of the objectives of the Fund. The Board of Trustees shall have the following powers and functions as well:

- (a) to raise funds and to receive grants, gifts, or donations, in cash or kind, whether from local or foreign sources;
- (b) to take or hold any property, movable or immovable, which may become vested in it by this Act or by virtue of any purchase, grant, gift, testamentary disposition or otherwise, and to sell, mortgage, lease, grant, convey, devise, assign, exchange or otherwise dispose of, any property to which the Fund may become entitled;
- (c) to give grant, endowments or scholarship locally and; abroad, for the furtherance of the objectives of the Fund;
- (d) to conduct lotteries with the approval of the Government to collect moneys for the furtherance of the objectives of the Fund;
- (e) to enter into and perform, either directly or through officers and servants or agents authorized in writing in that behalf by the Board, all such contracts and agreements as may be necessary for the exercise, performance and discharge of the powers, duties and functions, and for carrying out the objectives, of the Fund;
- (f) subject to the provisions of this Act, to appoint, employ and remunerate officers and servants of the Fund and to make rules regarding the appointment, promotion, remuneration and disciplinary control of its employees and the grant of leave and other benefits to them;
- (g) to erect or cause to be erected any building or structure on any land belonging to or held by the Fund;
- (h) to invest moneys belonging to the Fund at the discretion of the Board in any such investments as are authorized by law for the investment of money including trust money and to recall, re-invest and vary such investme.1ts at the discretion of the Board and to collect income accruing from such investments ;

- (i) to open, operate and close bank accounts and to borrow or raise money with the property of the Fund as security, or without such security, for the purposes of the Fund; and
- (j) to do all such other acts and things as are incidental or conducive to the carrying out of the objectives of the Fund.

4.1.7 Investment of Moneys by the Fund

The Fund had invested a sum of Rs.9,039,789,043 had been invested in the following institutions as at 31 December 2014. Details are given in Table No.01.



*The name of this Company had been changed as SLIIT Academy from 09 February 2018.

Table 01 - Investment of the Mahapola Fund

Institute	Investment			
	Rs. as at 31.12.2014	Rs. as at 31.12.2015	Rs. as at 31.12.2016	Rs. as at 31.12.2017
Sri Lanka Institute of Information Technology (Guaranteed) Ltd.	373,577,392	1,064,520,695		
National Wealth Corporation Ltd.	300,000,000	300,000,000	985,000,000	985,000,000
Investment Portfolio	6,530,353,720	7,244,552,042	7,239,466,463	8,345,078,695
Development Lotteries Board	2,200,000	2,200,000	2,200,000	2,200,000
Other Investments: Treasury Bills Fixed Deposits Bonds	1,833,657,9312	2,121,803,601	1,863,485,232	1,551,360,645
Total	9,039,789,043	10,733,076,338	10,090,151.695	10,883,639,340

4.2 Sri Lanka Institute of Information Technology (Guaranteed) Limited

4.2.1 Proposal for the Establishment of the Company

4.2.1.1 The policy approval of the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund had been granted at a meeting held on 27 March 1998 for the establishment of an institute for Information Technology of University level on the Mahapola land located in Malabe and to carry out the funding by the Trust Fund (Annexure 02). After the said approval, the policy approval of the Cabinet of Ministers had been granted on 01 July 1998 for the proposal included in the Joint Cabinet Memorandum No.98/995/11/052 under the topic, "Establishment of an Information Technology Institute" presented by the Minister of Internal and International Commerce and Food and the Minister of Education and Higher

Education on 01 April 1998 (Annexure 03). Moreover, in the implementation of this project, it had been agreed that attention should be drawn as well to the observations presented by the Minister of Finance and Planning in this connection. Further, it had been decided to prepare a detailed leaflet as indicated in these observations and to submit same for the evaluation of the Department of National Planning.

4.2.1.2 The following proposals were included as well in the approved Cabinet Memorandum mentioned in paragraph 4.2.1.1 above.

- (i) To establish the Institute of Information Technology by utilizing the land of 25 acres in extent located in the area of Malabe in the Colombo District, belonging to the Mahapola Higher Education Scholarship Trust Fund.
- (ii) To fund this project by the Mahapola Higher Education Scholarship Trust Fund on the agreement of the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund, subjected to a maximum of Rs.500 million, so as not to affect the awarding of Mahapola scholarships.
- (iii) To instruct the Director General of External Resources to consult the institutions supplying foreign aid, on the capability of obtaining the necessary equipment, fittings and other infrastructure facilities.
- (iv) That this project should be a collaborative effort of the Ministry of Internal and International Commerce and Food and the Ministry of Education and Higher Education.
- (v) To implement the proposed Institute of Information Technology to operate under the authority of the University of Moratuwa, Sri Lanka with an independent Governing Board comprising of the representatives from the Ministries mentioned above and from the University of Moratuwa, University Grants Commission and the Mahapola Trust Fund.

4.2.1.3 Moreover, as mentioned in paragraph 07 of the aforesaid Cabinet Memorandum, it is indicated that this will be a collaborative effort of the Ministries of Education and Higher Education and Internal and International Commerce and Food and it will be under the University of Moratuwa Sri Lanka and the Management Structure of the Institution would be similar to that of the Post-graduate Institute of Management (PIM) under the Sri Jayawardenapura University and the highest authority of the

institution would be the Governing Board which will comprise representatives from the above mentioned Ministries and those from the University of Moratuwa and the Mahapola Trust Fund.

4.2.1.4 Subsequently, the following decisions had been taken by the Minister of Internal and International Commerce and Food at a meeting held on 28 January 1999 in respect of establishment of an Institute of Information Technology at Malabe. (Annexure 04)

- (i) To establish the proposed Institute until the completion of constructions of the proposed buildings on the Malabe land and to commence the training courses in an appropriate place as provisions of Rs.95 million had been allocated from the budget 1999 by the General Treasury in addition to the sum of Rs.500 million granted by the Mahapola Trust Fund.
- (ii) That the speedy completion of evaluation of the project proposal should be certified by the Department of National Planning.
- (iii) Establishment of a limited guaranteed company under the Companies Act for carrying out the proposed project as an interim arrangement until the institute is established by an Act of Parliament and preparation of the Articles of Association and the Memorandum of Association of the proposed company by the Board of Investment in collaboration with the University of Moratuwa.
- (iv) The University of Moratuwa should take action to take over this institute after the interim period is over and to call it as the Technological Institute of the University of Moratuwa and to include provisions in the Articles of Association to enable the vesting of assets and liabilities in the University of Moratuwa in future.
- (v) That the Vice Chancellor of the University of Moratuwa should take action to publish a newspaper advertisement to find an appropriate building until the constructions of the proposed building in Malabe is completed.
- (vi) Presenting a joint Cabinet Memorandum by the Minister of Internal and International Commerce and Food and the Minister of Education and Higher Education for implementation of the aforesaid proposals.

4.2.2 Establishment of the Sri Lanka Institute of Information Technology (Guaranteed) Limited

4.2.2.1 The Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund had not held a meeting from 27 March 1998 to 21 May 1999. In terms of the decision taken at the meeting held on 28 January 1999, it had been mentioned that the Company limited by guarantee had been established until the activities of commencement of Project is properly carried out according to the Board of Directors Paper dated 21 May 1999 submitted at the meeting(Annexure 05). Moreover, the Board of Directors of the Company limited by guarantee consists of representatives from the University of Moratuwa, Ministry of International Commerce and Food, Board of Investment, University Grants Commission and Ministry of Higher Education and it had also been decided to make appointments after receiving nominations from those institutions. Moreover, the Company had expected to commence the activities of the Institute in the premises obtained on lease basis and to plan and construct the buildings until the responsibility of the management of the Institute is duly taken over by the Ministry of Education.

4.2.2.2 Accordingly, in terms of paragraph 4.2.1.4(iii) above, a company named Sri Lanka Institute of Information Technology (Guaranteed) Limited including the name “Sri Lanka” as well had been incorporated on 26 March 1999 in terms of Companies Act, No.17 of 1982(Annexure 06). The Board of Directors of the Company should consist of representatives from institutions mentioned in paragraph 4.2.2.1 above. However, a Governing Board consisted of three representatives from the University of Moratuwa, three from the Ministry of International Commerce and Food, the Chairman of the Board of Investment and the Chairman of the Sri Lanka Export Development Board, had been established for the control of the Company (Annexure 07).

4.2.3 Operating Activities of the Sri Lanka Institute of Information Technology (Guaranteed) Limited

4.2.3.1 The Vice-chancellor of the University of Moratuwa had not participated in the meeting held on 01 May 1999 and a lecture of that University had participated representing him. The detailed project proposal in respect of the establishment of the Institute had been presented by him and it had been mentioned that academic activities of the Institute should be carried out in a building obtained on rental basis until the permanent buildings are constructed. Accordingly, the Board of Trustees, had granted the approval as follows.

- (i) for using the land located at Malabe, belonging to the Mahapola Higher Education Scholarship Trust Fund, allocated for the construction of the Institute of Information Technology;
- (ii) for making provisions of Rs.500 million to pay as installments for capital expenditure to be incurred for the establishment of the Institute of Information Technology in the land at Malabe after evaluation and examination on the progress of works and in making these provisions, it should be done in a manner of not affecting the awarding of Mahapola scholarships and not obstructing the collection of capital of the Fund;
- (iii) for granting a refundable advance for urgent recurrent expenditure of the Institute of Information Technology, until funds are released in the year 1999 by the Government and for settling the said advance after the issuance of Treasury provisions to the Institute for recurrent expenditure by the Ministry of Higher Education;
- (iv) for providing assistance for 30 per cent of students who follow the Information Technology and need financial aid, with income from fees received to the Institute of Information Technology.

4.2.3.2 Subsequently, the Chairman and the Managing Director of the Sri Lanka Institute of Information Technology (Guaranteed) Limited had been invited to participate in the meeting held on 02 September 1999 by the Board of Trustees and steps taken by the Company by then and a progress report as at the end of August 1999, had been furnished to the Board of Trustees (Annexure 8).

- 4.2.3.3 Further, the Treasury had agreed to provide funds to the SLIIT for recurrent expenditure and accordingly, it had been decided on 29 May 2000 to consider the funds granted to the SLIIT located at Colpitty, by the Mahapola Higher Education Scholarship Trust Fund for capital expenditure up to then, as a share of the capital of the SLIIT Project, Malabe (Annexure 9). It had been further decided on 03 May 2000 to grant the covering approval for Rs.25 million given to the SLIIT, to appoint a committee for submitting recommendations for releasing moneys for future requirements of the SLIIT Project, Malabe and to name the auditorium in favour of the Founder, Hon. Lalith Athulathmudali. The Project Director had informed the Board of Trustees that the bidding documents relating to construction of buildings at Malabe, had been approved by the Procurement Committee appointed by the Cabinet of Ministers and the constructions can be commenced as per the Directive given by the Procurement Committee appointed by the Cabinet of Ministers in the middle of August 2000.
- 4.2.3.4 Accordingly, the Board of Trustees had decided at the meeting held on 06 September 2000 that the Trust Fund should obtain a loan amounting to Rs.175 million from the National Development Bank for expedite completion of the SLIIT Project, Malabe, the Fund should incur the cost payable for a period of 1 ½ years of the closure of the grace period and that the possibility of paying the loan should be found out as at the end of the period of 36 months of obtaining the loan, jointly with the SLIIT according to the loan schedule maintained by the Bank. Further, it had been decided to submit a Cabinet Memorandum for obtaining additional funds from the Government required for expanding the project and to enter into a Memorandum of Understanding with the SLIIT(Annexure 10).
- 4.2.3.5 The Board of Trustees had again mentioned in the Minutes of meeting held on 10 May 2001 that the Board of Directors of the Sri Lanka Institute of Information Technology (Guaranteed) Limited, consists of representatives from the Ministry of Education, Ministry of Higher Education, Mahapola Higher Education Scholarship Trust Fund, University Grants Commission, Universities and the General Treasury(Annexure 11). However, the Board of Trustees of the Fund had not discussed specifically in any instance up to 10 May 2001 on the establishment of the Sri Lanka Institute of Information Technology (Guaranteed) Limited and composition of the Board of Directors thereof.

4.2.3.6 According to the Law of Sri Lanka, the ownership of the land on which the SLIIT is located and buildings therein, is owned by the Trust Fund and it is a company limited by guarantee and as such, it was unable to pay dividends. Therefore, the Board of Trustees had decided at the meeting held on 13 March 2002 to take legal action to take the SLIIT and Board of Directors thereof under the Mahapola Trust Fund, operate under the purview of the Ministry of Commerce and Consumer Affairs, rename as SLIIT Mahapola Campus and to offer independence to the SLIIT in respect of Technical and Administration activities(Annexure 12).

4.2.3.7 The course fees for students of the SLIIT Mahapola Campus should be reasonable for middle income students and as such, the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund had decided at the meeting held on 5 February 2003 that the course fees should not be increased without prior approval of the Mahapola Higher Education Scholarship Trust Fund (Annexure 13).

4.3 First Agreement entered into with the Sri Lanka Institute of Information Technology (Guaranteed) Limited by the Board of Trustees

4.3.1 According to a decision to enter into a management agreement with the SLIIT taken by the Board of Trustees on 05 February 2003 for the management of the “Mahapola Campus”, the Mahapola Higher Education Scholarship Trust Fund had entered into an agreement with the Sri Lanka Institute of Information Technology (Guaranteed) Limited on 19 March 2003. Further, according to the said agreement, there was a possibility of management of the University for the first time for a period of 08 years from the year 2002 on which the University was established and extending the period if both parties agree according to the performance of the agreement. The then Secretary to the Ministry of Internal and International Commerce and Food and a member appointed by the Founder as trustees of the Mahapola Higher Education Scholarship Trust Fund and the Chairman and the Managing Director on behalf of the Sri Lanka Institute of Information Technology (Guaranteed) Limited had placed their signatures on this agreement(Annexure 14).

4.3.2 Relationship to be maintained by the SLIIT with the Mahapola Trust Fund

- 4.3.2.1 According to the Minutes of the Meeting held on 12 July 2004 by the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund, the Chief Executive Officer of the SLIIT had proposed to award scholarships for 30 per cent, out of students who follow the course of Information Technology, pay an amount not less than Rs.10 million annually to the Mahapola Higher Education Scholarship Trust Fund therefor and to revise the existing Memorandum of Understanding in a flexible manner and the Minister had agreed to examine and report thereon to the Board (Annexure 15).
- 4.3.2.2 It had been informed in the Board of Directors' Paper submitted by the then Secretary to the Ministry of Internal and International Commerce and Food, at the meeting held on 03 February 2005 by the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund that the appointing authority of the Board of Directors of the SLIIT had been delegated to the Board of Directors of the SLIIT after the year 1999, the ownership of shareholders is not clear, only the contribution for Mahapola is indicated in the Balance Sheet, retained profits are indicated in the Capital Account, initially, the Minister of Trade and Education had appointed the Board of Directors of the SLIIT from Government officers, present members of the Board of Directors are appointed by the Board of Directors existing at present, main functions of the SLIIT have been changed as the SLIIT has paid its attention towards other areas such as Accountancy and Management in addition to the Information Technology and that the loan obtained from National Development Bank is being further paid by the Fund (Annexure 16).
- 4.3.2.3 Further, discussions had been made in respect of the draft agreement proposed to be entered into between the SLIIT and the Trust Fund. As the SLIIT is operated as a commercial institute, a reasonable benefit should be gained to the Mahapola Higher Education Scholarship Trust Fund. Therefore, it had been decided at the meeting of the Board of Directors mentioned in the aforesaid paragraph 4.3.2.2 to obtain 25 per cent of the profit or Rs.12.5 million or whichever is more, from the SLIIT.
- 4.3.2.4 Further, as the Institute has been initiated from the capital of the Mahapola Trust Fund, it had been decided that close connections of the Mahapola Fund should be

maintained considering the national requirement and that 1/3 of the Board of Directors of the Institute should be appointed from the Mahapola Higher Education Scholarship Trust Fund for increasing the representation of the Fund in the SLIIT. Moreover, It had been decided that a member of the Trust Fund should be appointed as a member of the Board of Directors of the SLIIT for representing the Trust Fund, the loan obtained from the National Development Bank should be repaid by the Trust Fund, all developments or constructions or other projects to be carried out in the future, should be carried out only with the approval of the Fund, the said Institute should not interfere with smooth operations of the Fund in any manner and that the contribution mentioned in the agreement should not be decreased in any manner due to incurring the cost for awarding scholarships. Further, a member appointed by the Founder had made a request for taking into consideration of providing more opportunity for using resources available in the SLIIT by examining the Memorandum of Understanding.

4.3.2.5 The then Secretary to the Ministry of Internal and International Commerce had informed by the undated Letter No.2-6/MP/1/SLIIT in February 2005, addressed to the Chairman of the Sri Lanka Institute of Information Technology(Guaranteed) Limited that the Trust Fund had given instructions at the meeting held on 03 February 2005 by the Board of Trustees to appoint the aforesaid member appointed by the Founder as a member of the Board of Directors of the Sri Lanka Institute of Information Technology(Guaranteed) Limited representing the Trust Fund and that he had been assigned to review the proposed lease agreement(Annexure 17).

4.4 Second Agreement entered into between the Trust Fund and the Sri Lanka Institute of Information Technology (Guaranteed) Limited

4.4.1 The Board of Trustees had delegated authority on 18 July 2005 to the member appointed by the Founder mentioned in paragraph 4.3.2.4 and to the then Secretary to the Ministry of Internal and International Commerce and Food on behalf of the Trust Fund for entering into an agreement between the Trust Fund and the Sri Lanka Information Technology (Guaranteed) Limited subjected to revisions. Accordingly, a new agreement had been entered into on 14 November 2005 between the Trust Fund and the Sri Lanka Information Technology (Guaranteed) Limited. Moreover, the aforesaid persons who had been delegated with the authority for the Mahapola

Higher Education Scholarship Trust Fund and the Director and the Managing Director for the Sri Lanka Information Technology (Guaranteed) Limited had signed this agreement (Annexure 18).

4.4.2 According to the agreement entered into on 19 March 2003 between the Trust Fund and the SLIIT, the right of recommendation of development activities of the University, is assigned to the Board of Trustees and all activities carried out for the development of the University should be carried out on the concurrence of the Trust Fund. However, according to the second agreement entered into on 14 November 2005 between the Trust Fund and the SLIIT, it had been agreed to carry out operations of this University as per the decision taken by the Board of Directors thereof for achieving the objectives of the SLIIT, prepare circulars accordingly, make arrangements for conducting examinations, enrolment of students, engage the academic staff in the service, carry out management and maintenance activities of infrastructure facilities and to take action under the approval of the Trust Fund only in major constructions.

4.4.3 Lease Rental payable by the Sri Lanka Institute of Information Technology (Guaranteed) Limited

In terms of 5(a)(i) of the new agreement entered into on 14 November 2005, the land of 25 acres in extent belonging to the Trust Fund had been granted to the SLIIT on lease basis and it had been agreed to pay a sum of Rs.8 million or 20 per cent of the annual net profit of the SLIIT, Malabe or whichever is more, as the annual lease rental. Accordingly, the outstanding lease rental by 12 May 2015 amounted to Rs.98,642,356 (Annexure 19). However, the Trust Fund had entered into a new agreement on 12 May 2015 with the Institute without considering this outstanding lease rental and according to the said agreement, the lease rent recoverable annually had been limited to Rs.20 million and as such, the lease rental receivable to the Trust Fund had decreased by Rs.120.99 million from the second half year of 2015 to 31 December 2017. Moreover, the Institute had not obtained the permission of the Board of Trustees of the Fund as well in carrying out constructions of buildings.

4.5 Board of Directors' Paper No.56.10

The Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund had not held meetings after 31 December 2012 and a member appointed by the Founder of the Fund had been assigned at the meeting held on 19 March 2015 with the duty of finding out and reporting the relationship existed between the Trust Fund and the SLIIT (Annexure 20)

Accordingly, the said member had furnished false information on the ownership of the Sri Lanka Institute of Information Technology (Guaranteed) Limited, by a Board of Directors' Paper No.56.10 dated 20 April 2015 submitted at the meeting of Board of Trustees, held on 29 April 2015. However, the Trust Fund had again entered into two agreements on 12 May 2015 with the Sri Lanka Institute of Information Technology (Guaranteed) Limited as per paragraph 4.6 below without calling for explanations by the Board of Trustees in that connection.

4.6 New Agreement entered into with the Sri Lanka Institute of Information Technology (Guaranteed) Limited on 12 May 2015

The Trust Fund had entered into two agreements on 12 May 2015 with the Sri Lanka Institute of Information Technology (Guaranteed) Limited.

4.6.1 First Agreement

The agreement entered into for establishing the Sri Lanka Institute of Information Technology (Guaranteed) Limited as an independent institute from the Trust Fund by reimbursing a total sum of Rs.408,500,000 comprising a sum of Rs.373,579,392 appropriate to the value of investment, incurred for construction of buildings of the SLIIT, Malabe by the Mahapola Higher Education Scholarship Trust Fund and the expenditure incurred by the Mahapola Trust Fund for awarding Mahapola scholarships for students of the SLIIT and other incidental expenses, to the Fund(Annexure 21).

4.6.2 Second Agreement

The Lease agreement entered into on 12 May 2015 between the Mahapola Higher Education Scholarship Trust Fund and the Sri Lanka Institute of Information Technology (Guaranteed) Limited (Annexure 22).

4.7 Cabinet Decision dated 04 May 2017

According to the Note to the Cabinet of Ministers submitted on 04 May 2017 by His Excellency the President on the theme, “Sri Lanka Institute of Information Technology (SLIIT)”, the Cabinet of Ministers had decided on 04 May 2017 to grant the approval for following matters (Annexure 23).

- (i) Recognize the Sri Lanka Institute of Information Technology (SLIIT) as a non-state independent body; and
- (ii) Eliminate the name of the Institute from the Gazette Notification relating to the assignment of duties of the Ministers in charge of subjects so as not to come under the scope of any Ministry.

4.8 Relationship between the Development Lotteries Board and the Trust Fund

4.8.1 A trust named Development Lotteries Board Trust has been established on 25 May 1993 and subsequently, this Trust had been vested in the Development Lotteries Board by the Development Lotteries Board Act, No.20 of 1997(Annexure 24). The sum of Rs.2,200,000 invested in the Development Lotteries Trust by the Trust Fund, is considered as the investment of the Development Lotteries Board Trust Fund. Moreover, in terms of Section 11 (1) (b) of the said Act, the proceeds of lotteries conducted should be remitted to the Mahapola Higher Education Scholarship Trust Fund through the President's Fund. According to this Act, the Chairman or his representative of the Mahapola Higher Education Scholarship Trust Fund, is a member of the Development Lotteries Board.

4.8.2 **Scholarships awarded by the President's Fund for the G.C.E. (Advanced Level) Students**

The Secretary to the President had informed the Secretary to the Ministry of Trade, Marketing Development, Co-operative and Consumer Services by the Letter No. PF/Scholarship/2007/188 dated 06 March 2007 that a decision had been taken at the Board of Governors Meeting of the President's Fund to obtain 50 per cent of the funds required for scholarships awarded by the President's Fund for the G.C.E. (Advanced Level) Students from the money remitted to the Mahapola Higher Education Scholarship Trust Fund (Annexure 25). The Board of Trustees had decided at its meeting held on 10 October 2008 to inform the Secretary to the President to remit 50 per cent due from the Development Lotteries Board to the Trust Fund without any delay or deduction and to send the equal amount as well due from the unclaimed prizes of the lotteries to the Fund. However, out of the sum receivable to the Trust Fund during the period from the year 2007 to the year 2017 by the President's Fund, a sum of Rs.435,418,232 had been deducted for awarding the above mentioned scholarships (Annexure 26).

4.9 Establishment of National Wealth Corporation Ltd.

4.9.1 Approval of the Board of Trustees had been granted on 05 February 2003 for the establishment of a company named National Wealth Corporation Ltd. with an initial investment of Rs.200 million from the Mahapola Trust Fund and a loan of Rs.10 million (at the existing market interest rate) as the capital and payment of the existing market interest rate for the initial investment in addition to the dividends thereof. Accordingly, the relevant company had been established in the year 2003. (Annexure 13)

4.9.2 According to an agreement entered into with this company by the Trust Fund on 18 November 2003, the management of the funds amounting to Rs.3,160,700,000 owned by the Mahapola Trust Fund had been assigned to this company. (Annexure 27)

4.9.3 In accordance with Section 2.1 of the funds management agreement specified in Paragraph 4.8.2 entered into between Mahapola Trust Fund and the company, decisions with regard to all investments should be taken by the Investment

Committee appointed by the Mahapola Trust Fund. (Annexure 7) Even though the Board of Trustees had appointed an Investment Committee on 10 October 2017, Committee had not met even up to 03 May 2018 (Annexure 28)

4.9.4 The total amount invested by the Trust Fund in the portfolio amounted to Rs.7,886,381,842 as at 01 January 2016 and the capital investment made by the Mahapola Trust Fund in the National Wealth Corporation Ltd. amounted to Rs.985,500,070. Accordingly, the total investment amounted to Rs.8,871,881,912. The income earned from the above investment in the year 2016 stood at Rs. 228,965,666. Accordingly, the benefit ratio upon the investment was 2.58 per cent. The average interest rate of the Central Bank for the fixed deposit in that year stood at 8.93 per cent. Accordingly, as a result of making investments in the Company, the Trust Fund had been deprived of an income of Rs.563,441,253 in the year 2016 which could have been earned by investing money in the fixed deposits. (Annexure 29)

4.9.5 Net capital profit/(loss) received by the Company through the bonds transactions from the year 2012 to 2017 is given below.

Year	Net capital profit/(loss) received from the bonds transactions
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	Rs. Millions
2012	8.279
2013	5.819
2014	14.774
2015	(18.520)
2016	(102.941)
2017	0.257

4.10 **Relationship between NatWealth Securities Ltd and the Fund**

- 4.10.1 The Mahapola Higher Education Trust Fund had not directly invested money in the ordinary shares of this company. Nevertheless, National Wealth Corporation Limited, the subsidiary of the Trust Fund, had invested a sum of Rs.1,175, million in the above company which had been established as a subsidiary with the absolute right. Accordingly, the NatWealth Securities Ltd is a sub-subsidiary company of the Trust Fund. The NatWealth Securities Ltd. had registered as a primary dealer with the Central Bank of Sri Lanka in the year 2013.
- 4.10.2 Contrary to Section 2.1 of the Investment Management Agreement, the Chief Executive Director and the principal dealer of the above company had involved in taking investment decisions on carrying out repurchasing with 02 private companies named Trillian Securities Pvt. Ltd. and Virtual Investment and Trading Lanka Pvt. Ltd.in the years 2013 and 2014. Subsequently, the company had carried out a forensic audit in this connection.
- 4.10.3 In terms of Principal Repurchasing Agreement entered into with the above two employers under the powers vested according to Rule No.01/2009 dated 24 June 2009 Local Treasury Bills (Primary Dealer) Rule No.11 (2) and Rule No.01/2009 dated 24 June 2009 Registered Shares and Bonds (Primary Dealers) Rule No.11 (2), the Central Bank of Sri Lanka had issued orders to the company on 07 August 2015 while giving instructions to duly pay the all the charges arising from the repurchasing transactions to the above employers. (Annexure 30) Since the Central Bank of Sri Lanka had not abolished the above order, company is required to take action in accordance therewith.
- 4.10.4 Against the above order made by the Central Bank of Sri Lanka, the company had filed an appeal case in the Court of Appeal on 18 August 2015and the Court of Appeal had issued an interim injunction declaring not to implement that order up to 04 September 2015. Nevertheless, taking into consideration the requests made by all the respondent parties, the Court of Appeal had withdrawn the above interim injunction on 29 March 2016. Subsequently, while challenging the judgment delivered by the Court of Appeal, this company had made another appeal in the Supreme Court on 18 April 2016. Nevertheless, the Supreme Court had not given

any judgment in favour of the company. Nevertheless, the company had furnished the forensic audit report to the Central Bank of Sri Lanka on 27 December 2016. Yet, the Central Bank of Sri Lanka had not issued any order to the company with regard to this matter even by the year 2018.

4.10.5 The NatWealth Securities Ltd. had made a complaint to the Criminal Investigation Department in the year 2016 regarding irregular broker charges of Rs.19,723,541 paid to two private companies (White Grow Holdings and Astral Capital Holdings) in the year 2014.

4.10.6 The NatWealth Securities Ltd. had not earned an adequate capital profit through the bonds transactions and suffered a considerable loss. Details appear below.

Year	Net capital profit/(loss) received from the bonds transactions
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	Rs. Millions
2011	86,494
2012	(321,517)
2013	58,692
2014	355,353
2015	(77,827)
2016	(612,217)
2017	(73,231)

4.11 Mahapola Online Lottery

4.11.1 With the objective of raising necessary funds for the accomplishment of objectives of the Fund in terms of Section 6 (2)(d) of the Mahapola Higher Education Scholarship Trust Fund Act, No.66 of 1981, the “Online Lottery” had been reintroduced on 30 July 2013 on the Cabinet approval No.13/0773/540/008 dated 13 June 2013. (Annexure 31)

4.11.2 In order to select an investor for the implementation of the lottery by investing Rs.6 billion under the first and second stages, a special committee called “Mahapola Lottery Committee” consisting of five members had been appointed on 07 August 2017 as per a proposal made by the Minister of Co-operative and Internal Trade. (Annexure 32)

5. Observations

5.1 Ownership and control of the Information Technology Institute

5.1.1 Approval had been granted by the Cabinet Decision dated 01 July 1998 to implement the Information Technology Institute as specified in 4.2.1.1 and 4.2.1.3 above by an independent Board of Governors comprising the representatives from the Ministry of Internal, International Commerce and Foods, Ministry of Education and Higher Education, University of Moratuwa, University Grants Commission and the Mahapola Trust Fund under the authority of the University of Moratuwa and that the management structure of the Institute should be similar to that of the Management Postgraduate Institution functioning under the University of Sri Jayawardenapura University. Nevertheless, the Board of Trustees had not taken action accordingly. Although the University of Moratuwa should take action to take over this Institute, action had not been taken at least to submit a Cabinet Memorandum in that connection. The fact that the Vice Chancellor of the University of Moratuwa being a member of the Board of Directors of the SLIIT was observed as a reason behind that matter.

5.1.2 It had been decided at a meeting of the Minister of Internal , International Commerce and Foods held on 28 January 1999 to establish a company limited by guarantees under the Companies Act for the implementation of the proposed project as an interim arrangement until the Institute is established by a Parliamentary Act as specified in Paragraph 4.2.1 (iii) above, undertake this Institute by the University of Moratuwa after the expiry of interim period, subsequently name that Institute as the Technology Institute of the University of Moratuwa and to include provisions in the Articles of Association in a manner able to transfer the assets and liabilities to the University of Moratuwa in future. Nevertheless, the Board of Trustees had not taken action accordingly.

- 5.1.3 Even though the Board of Directors of the company limited by guarantee should consists of the persons referred to in Paragraph 4.2.1.2 (v), representatives of the University Grants Commission and the Ministry of Higher Education had not been included in the Board of Directors in the incorporation of the company.
- 5.1.4 Although the Board of Trustees had decided to revise the Board of Directors of the company as stated in 4.2.3.5 above on 10 May 2001, that decision had not been implemented. Accordingly, it had not been possible to include the representatives of the Ministry of Education, Ministry of Higher Education, Mahapola Higher Education Scholarship Trust Fund, University Grants Commission, universities and the General Treasury in the Board of Directors of the company.
- 5.1.5 As stated in 4.3.2.4 above, it had been decided at the meeting held on 03 February 2005 to appoint 1/3 of the Board of Directors of the SLIIT from the Mahapola Higher Education Scholarship Trust Fund. Nevertheless, a member of the Fund appointed by the founder only had been appointed as a member of the Board of Directors of the SLIIT to represent the Trust Fund in February 2005 (Annexure 33).

5.2 Maintenance of activities of the Information Technology Institute

- 5.2.1 As stated in Paragraph 4.2.3.7 above, it had been decided that the course fees of the SLIIT should not be increased without prior approval of the Mahapola Higher Education Scholarship Trust Fund, whereas there was no evidence that the prior approval of the Mahapola Higher Education Scholarship Trust Fund had been obtained for the increase in the course fees in any instance.
- 5.2.2 As stated in Paragraph 4.3.1 above, it was observed that instead of establishing Mahapola Campuses under the Sri Lanka Institute of Information Technology and carrying out the management thereof, the Trust Fund had made available opportunity for the SLIIT to create background to maintain its business affairs using the land belonging to the Trust Fund.
- 5.3 Agreements entered into with the Institute of Information Technology.
- 5.3.1 While including Sections favourable to the Trust Fund in the agreements entered into between the Trust Fund and the Sri Lanka institute of Information Technology (Guaranteed) Ltd. and revising those agreements from time to time, the Board of

Trustees had taken steps to entrust the absolute control of the Mahapola Campuses to the SLIIT. Further, action had not been taken to obtain the Cabinet approval for the above revisions.

5.3.2 Further, without being made the following revisions which had been decided to make in the new agreement according to the decision taken by the Board of Trustees on 18 July 2005, the above trustees had entered into this agreement.

5.3.2.1 The SLIIT should take steps to award scholarships for 25 students without charging any fee in addition to the lease rent payable to the Fund. (Nevertheless, it is stated under the Section 5 (a) iii) of the agreement that only the course fees are covered)

5.3.2.2 The Memorandum of Association of the Sri Lanka Institute of Information Technology (Guaranteed) Ltd. (SLIIT) shall not be amended without the concurrence of the Trust.

(However, according to Section 4 (N) of the agreement, any amendment regarding the Memorandum of Association in connection with the Malambe Campus should be made by the SLIIT with the concurrence of all the member of the Board of Directors who represent the Trust Fund. In case of any disagreement, the concurrence of the Trust Fund should be obtained)

5.3.3.3 The initial countersigners of the SLIIT should continuously represent the Board of Directors and at least 05 Directors of the Trust Fund should represent the Main Director Board.

5.3.4 It was observed that the following conditions favourable to the Fund and included in the original agreement signed on 19 March 2003 had been eliminated from the new agreement dated 14 November 2005.

5.3.4.1 In making interpretations under 1 (c), the term “Trustees” had been included instead of the term “Officers”.

5.3.4.2 In making interpretations under 1 (d), the term “Mahapola Campus or Campus fully owned by the Mahapola Higher Education Trust Fund” had been amended as “named as the Malambe Mahapola Campus by the Mahapola Higher Education Trust Fund”

- 5.3.4.3 Section 4 (e)- All the assets and income of the Mahapola Campus should not be directly or indirectly used by other branches of the SLIIT or for any other commercial purpose contradictory to the objectives of the Trust Fund.
- 5.3.4.4 Section 4 (f)- All activities meant for the betterment of the University should be done with the concurrence of the Trust Fund.
- 5.3.4.5 Section 4 (g)- Collection of income earned from the conduct of academic courses and incurring necessary expenditure for the betterment of the University shall be a responsibly of the SLIIT.
- 5.3.4.6 Section 4 (h)- The Board of Trustees shall have the right for making recommendations on the development activities relating to the University.
- 5.3.4.7 Section 4 (i)- The surplus of the income generated from the activities of the University after deducting the agreed management fee shall be credited to the Trust Fund prior to 30 June in the ensuing year and other investments shall not be made without prior approval of the Trust Fund. Nevertheless, the Board of Directors of the SLIIT may seek approval of the Board of Trustees of the Trust Fund for the maintenance of a reserve account for future development activities of the University and necessary funds for such development activities can be provided from the above reserve account by the Trust Fund. Accordingly, as a result of eliminating this Section from the new agreement, a sum of Rs.1,645,494,236 receivable to the Trust Fund up to the year 2017 had been deprived of (Annexure 34).
- 5.3.4.8 Section 4 (j)- The SLIIT should realize that a considerable amount of loan had been obtained by the Trust Fund from the National Development Bank (NDB) for the objective of the establishment of the University and that the SLIIT assures in every effort made for the payment of installments when the institute is steady with financial capacity.
- 5.3.4.9 Section 4 (k)- The Board of Trustees shall have the right to appoint an independent group of persons comprising competent managers and auditors for the management, examination of accounts and evaluation of the University and to appoint a team comprising qualified, educated and skilled persons for evaluating new courses likely to be introduced.

5.3.4.10 Section 4 (l)- According to the decision of the Board of Trustees, the Malmbe University should be named as the Mahapola Campus and the new auditorium should be named as the Lalith Athulathmudali Auditorium and those name boards should be clearly displayed in the premises.

5.3.4.11 Section 4(m)- In case of termination of this agreement due to expiry of its period or any other reason , the assets financed by the Trust Fund should be considered as the assets of the Trust Fund.

It was observed that the Board of Directors of the SLIIT had taken action at their discretion as a result of eliminating these conditions from the agreement.

5.3.5 According to the second agreement entered into between the Trust Fund and the SLIIT on 14 November 2005, it had been agreed to carry out operating activities of this University as decided by the Board of Directors of the SLIIT for the achievement of its objectives, prepare the circulars in accordance therewith, make arrangement for the conduct of examinations, enroll students, deploy the academic staff in the service, carry out management and infrastructure maintenance and to act subject to the approval of the Trust Fund only in the instances of major constructions. Nevertheless, action had not been taken in terms of the agreement.

5.3.6 According to the agreement, the SLIIT should take steps to award 25 scholarships called Mahapola Trust Fund Information Technology out of 20 per cent of the annual net profit of the Malabe Campus or Rs.8 million, whichever is more. Nevertheless, action had not been taken accordingly. Accordingly, this matter had been extensively discussed by the Board of Trustees and the Board of Trustees had taken action to inform the SLIIT to adhere to the conditions of the agreement and to inform the representative of the Trust Fund to personally look into this matter. Nevertheless, there was no evidence that the above matter was looked into and reported and no discussions had been held in this connection at the subsequent meetings.

5.3.7 It was revealed at the meeting held by the Board of Trustees on 08 December 2011 that the Auditor General's Report had pointed out that the amount of tax paid by the SLIIT in the year 2010/2011 had declined compared to the preceding year and payments were not made according to the agreement and inconsistency had occurred due to delays in making payments and as such, the Chief Justice had directed to the

Director to forward observations with the assistance of an Attorney-at-Law or the Department of Attorney General to make appropriate amendments to the conditions of the agreement. Nevertheless, action had not been taken accordingly.

- 5.3.8 Further, by eliminating conditions favourable to the Trust Fund included in the original agreement entered into on 19 March 2003 and the agreement entered into on 14 November 2005, following new conditions had been entered in the agreement dated 12 May 2015.
- 5.3.8.1 A sum of Rs.408,500,000 will be granted to the Trust Fund to cover the amount of Rs.373,579,392 given by the Trust Fund for the construction of buildings of the SLIIT and the value of scholarships awarded to the students of the SLIIT by the Mahapola Trust Fund and to cover other incidental expenses.
- 5.3.8.2 The Mahapola Trust Fund shall have no any share right to the SLIIT, no intervention should be done to the academic affairs of the Institute and the SLIIT will act as an independent institution separated from the Mahapola Fund.
- 5.3.8.3 The SLIIT is not subject to the Sri Lanka Accounting Standards, Sri Lanka Financial Reporting Standards and the International Accounting Standards and it is not necessary to furnish accounting records to the Mahapola Trust Fund or amalgamate accounts from the year 2015/2016.
- 5.3.8.4 According to the lease agreement entered into on 12 May 2015, the lessee shall have the absolute authority to sublease or mortgage the land or a part of the land situated at Malambe which had been leased out to the SLIIT, the ownership of which is held by the Mahapola Trust and any written sanction of the Mahapola Trust Fund is not necessary for that purpose.
- 5.3.8.5 The SLIIT has been granted permission to construct buildings, install machinery and equipment within the relevant premises or carry out rehabilitation, improvement activities of the relevant land at their cost.
- 5.3.8.6 According to Section 3 of the agreement dated 14 November 2005, it had been stated that the period of lease is two terms at 30 years each and negotiations on the conditions of the agreement can be done with the concurrence of the two parties at the end for the first 30 years. Nevertheless, the period of lease of the lease agreement

dated 12 May 2015 had been included as 60 years from 15 May 2015 to 14 May 2075.

5.3.8.7 Further, sections with regard to agreed 10 scholarships had not been included in the agreement dated 12 May 2015.

5.3.8.8 According to the agreement dated 12 May 2015, since the SLIIT had paid a sum of Rs.408,500,000 to the Mahapola Trust Fund, vesting the proprietorship of the Mahapola Trust Fund regarding the SLIIT in a private party is a matter of contentious nature.

5.3.9 **The lease rent receivable from the Institute of Information Technology.**

Irrespective of outstanding lease rent of Rs.98,642,356 recoverable up to 12 May 2015, the Trust Fund had entered into a new agreement on 12 May 2015 with the company and as such, the recoverable lease rent had been limited to Rs.20 million per annum. Accordingly, the lease rent receivable to the Trust Fund had decreased by Rs.120.99 million from second half of the year 2015 up to 31 December 2017.

5.3.10 **Construction of buildings of the Institute of Information Technology**

In the construction of buildings, the Institute had not obtained the approval of the Board of Trustees of the Fund.

5.4 **Board of Directors' Paper No.56.10**

It was observed that the following incorrect information had been included in the Board of Directors' Paper No.56.10 stated in the Paragraph 5.7 above.

5.4.1 The land in which the Malambe Campus is situated is a Government land and the Mahapola Trust Fund had not paid any amount thereon. Therefore, it is not reasonable to obtain a sum of Rs.148 million as an annual lease rent from the SLIIT from the year 2002 to 2014 by the Mahapola Trust Fund.

5.4.2 The sum of Rs. 375 million granted by the Mahapola Trust Fund for establishing the SLIIT had not been a share capital, and it had been defined as a financial assistance provided for an educational institute.

5.4.3 Although it had been decided at the meeting of the Board of Trustees held on 29 April 2015 to obtain approval of the Ministry of Higher Education on the agreement, there was no verification that the said approval had been obtained.

5.5 **The funds invested by the Board of Trustees in SLIIT.**

5.5.1 In the year 2014, a sum of Rs. 373,434,927,812 had been shown in the financial statements of the company as the assets of Mahapola Trust Fund. However, once the new agreement had been entered into on 12 May 2015, a sum of Rs. 1,064,520,695 had been shown in the financial statements of the Mahapola Trust Fund for the year 2015 as the investment made in the company with no basis. Later in the year 2016, the said value had been transferred to the Building and Equipment Account and depreciated at 5 per cent annually. The value of depreciation amounted to Rs. 53,226,035. The said value had later been eliminated from the financial statements in the year 2016/2017 (Annexure 35).

5.6 **Compliance to the Cabinet Decisions**

As action had been taken without drawing attention on the policy decision taken by the Cabinet on 01 July 1998 mentioned in Paragraph 4.2.1.1 above, and the decision taken by the Minister of Internal and International Commerce and Food on 28 January 1999 at a meeting held in regard to the establishment of the Institute of Information Technology in Malabe mentioned in Paragraph 4.2.1.1 above, it was observed that the Board of Trustees had exceeded their scope.

5.7 **Presentation of Accounts of the Institute of Information Technology**

The consolidated financial statements for the years 2013 and 2014 had not been presented by the Trust Fund with the subsidiaries thereunder namely, SLIIT, National Wealth Corporation Limited, and Natwealth Securities Limited, to the Audit even up to 31 December 2018 whilst the consolidated financial statements for the years 2015 and 2017 with National Wealth Corporation Limited, and Natwealth Securities Limited had not been presented to the Audit up to that date as well.

5.8 **Contribution from the Development Lotteries Board**

5.8.1 The annual profit of the Development Lotteries Board is remitted to the President's Fund in terms of the Act mentioned in 5.10 above, and 50 per cent of the profit should be remitted by the President's Fund to the Trust Fund annually. Accordingly, the income that should have been received by the Trust Fund from the year 2012 up to 2017 totaled Rs. 4,649,901,083, but only a sum of Rs. 4,133,464,826 had been received therefrom. As such, the sum that remained further receivable amounted to Rs. 516,436,257. (Annexure 36)

5.9 Scholarships Offered by the President's Fund to the GCE (Advanced Level) Students as Described in 4.8.2 above. Of the sum receivable by the Trust Fund from the President's Fund for granting scholarships to the GCE (Advanced Level) students, a sum of Rs. 435,418,232 had been deducted from the year 2007 up to 2017, but no action had been taken by the Trust Fund to recover that sum from the President's Fund (Annexure 37).

5.10 **Transactions Performed with National Wealth Corporation Limited.**

5.10.1 As the National Wealth Corporation being a subsidy company of the Trust Fund, could not earn adequate capital profits through securities, losses amounting to Rs. 18.520 million and Rs. 102.941 million had been sustained in the years 2015 and 2016 respectively.

5.10.2 The transactions of repurchase (Repo) performed by the National Wealth Corporation in the year 2017 through portfolio, had caused the Fund to sustain a loss of Rs. 13,329,828. (Annexure 38)

5.10.3 In terms of Section 2.2 of the agreement on the management of funds entered into with the National Wealth Corporation on 18 November 2003, the Investment Committee appointed on 17 October 2017 should have conducted meetings quarterly, but it had not been so done.

5.10.4 A sum of Rs. 675 million had again been invested in the year 2016 in the average shares of the Natwealth Securities Limited that had been maintained under losses of Rs. 200.242 million and Rs. 499.181 million in the years 2015 and 2016 respectively.

- 5.10.5 The Natwealth Securities Limited had failed to generate adequate capital profits through transactions involving securities, and sustained significant losses of Rs. 321.571 million and Rs. 612.217 million in the years 2012 and 2016 respectively.
- 5.10.6 A sum of Rs. 200 million invested by the Trust Fund on 29 June 2012 in the preference shares of the Natwealth Securities Limited, had been released on 29 June 2015 without obtaining approval of the Board of Trustees.
- 5.10.7 A sum totaling Rs. 384,055,786 had been assessed as income tax by the Department of Inland Revenue for the said company, a subsidiary of the Trust Fund, comprising sums of Rs. 24,136,857, Rs. 77,382,317, Rs. 84,378,708, Rs. 66,181,759, Rs. 18,288,933 and Rs. 113,687,212 relating to the assessment years of 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2013/2014, and 2014/2015 respectively. However, the Company had not taken measures to settle the tax. Due to failure in paying the taxes, the Natwealth Securities Limited had been necessitated to pay a penalty of 50 per cent, equivalent to a sum of Rs. 182,905,481, but no allocation had been made in the financial statements of the Company in that connection.
- 5.10.8 Although the Company had received assessment notices relating to Value Added Tax amounting to Rs. 25,564,925 and Rs. 89,470,832 for the years 2013 and 2014 respectively, action had not been taken to pay those amounts, and no allocation had been made in the financial statements of the Company as well.
- 5.10.9 Contrary to Section 2.1 of the Investment Management Agreement and without obtaining approval, repurchase transactions had been performed in the years 2013 and 2014 with the 02 private companies, namely Trillion Securities Private Limited, and Virtual Investment and Trading Lanka Private Limited. According to the forensic audit carried out in that connection, it was revealed that the officers had involved in an irregular transaction when the aforesaid repurchase transactions had been performed.
- 5.10.10 Furthermore, the Central Bank of Sri Lanka had issued a directive to the Company on 07 August 2015 giving instructions that all the fees resulted in following the repurchase transactions in terms of Paragraph 4.9.3, be paid to the said 02 employers. However, because of the fact that the Central Bank of Sri Lanka had not cancelled the said directive, the Company is liable to act in accordance therewith.

5.10.11 The Company had not taken measures against the connected parties even up to 30 May 2018.

5.10.12 It was observed that the Company had not verified as to whether the companies, White Grove Holdings, and Astral Capital Holdings had been registered with the Central Bank of Sri Lanka as financial companies, before making payments to the said companies. Furthermore, it was failed to disclose that transaction in the financial statements of the year 2017.

5.11 **Action Plan**

Although the annual Action Plan of the Fund had been prepared, the targets thereof had not been indicated quantitatively, and the progress of the Mahapola Trust Fund could not be evaluated due to failure of the Trust Fund to prepare performance reports as well.

5.12 **Selection of an Investor for the Mahapola Online Lottery**

5.12.1 A Procurement Evaluation Committee had not been appointed in terms of Section 2.7.2 (b) of the Procurement Guidelines.

5.12.2 Standard bid documents had not been used contrary to Section 5.3.1 of the Procurement Guideline for calling for bids. Due to failure in appointing a Technical Evaluation Committee, the bid documents used had not been checked and approved by a Technical Evaluation Committee.

5.12.3 A period of at least 21 days should be allowed for submission of the bids in terms of Section 6.2.2 of the Procurement Guidelines. However, only 3 bids had been received as only 10 days had been given.

5.12.4 As a Bid Evaluation Committee had not been appointed, an extensive bid evaluation had not been carried out; instead, the Lottery Committee had only compare the bids. In accordance with Section 5.3.2 of the Procurement Guidelines, the eligibility and qualification requirements should be included in the request for calling for bids. However, with that requirement not included, one out of the 03 bids submitted had been rejected stating that information furnished had not been clear.

- 5.12.5 Rejection of all bids received can be justified when lack of effective competition is clearly evident in terms of Section 7.12 of the Procurement Guidelines. However, without doing so and contrary to Section 7.10 of the Procurement Guidelines, a foreigner being a main investor, had been evaluated instead of evaluating a bidder that had made an investment irrespective of other resources, financial position, and experience. Furthermore, maintaining the lottery had not been mentioned as an objective at the registration of the Company.
- 5.12.6 A formal contract agreement should be prepared by the procuring entity in terms of Section 8.9.1 of the Procurement Guidelines. But, the bidder selected had not prepared the agreement. Hence, the matters mentioned in 6, 8, 9, 14, 15, 16, 17, and 20 of the “Guidelines for preliminary operations to execute the Mahapola lottery” had been eliminated from the agreement. There had been no transparency in the operations of the lottery and the performance.
- 5.12.7 The Trust Fund had not taken action in accordance with the terms and conditions of the agreement entered into between the Trust Fund and the institution maintaining the lottery in the year 2013 to recover the installment of Rs. 375,000,000 receivable for the period from 05 May 2015 to 07 February 2016 along with the penalty for delay amounting to Rs. 14,564,000 from the institution maintaining the lottery, and those values had not been brought to accounts. Furthermore, the installment receivable to the Fund from 08 February 2016 to the date of terminating the agreement, 15 September 2016, amounted to Rs. 298,913,043. (Annexure 39)
- 5.12.8 In terms of Section 7.1 (b) of the contract agreement, the contractor should pay the premium to the Trust Fund on or before the first date of the quarter. In the event of failing to do so, the contractor should be informed in that connection in writing within a period of 90 days. However, the payments had been defaulted from 31 January 2014 up to 15 November 2016, but the Trust Fund had not informed the contractor in writing. Moreover, the agreement should have been terminated within a period of 14 days from that date, on 17 August 2015 though, the agreement had been terminated on 15 September 2016. As such, a private company had been allowed to earn excessive profits for a period of over one year by using the concept of “Mahapola”.

5.12.9 The possibility of maintaining the online lottery through the National Lotteries Board and the Development Lotteries Board established under 02 Acts of Parliament, had not been looked into.

5.13 **Conducting meetings of the Fund**

A minimum number of meetings had been held by the Board of Trustees of the Fund paving way for an adverse effect on the betterment of the Fund. Annexure 40 provides a summary of meetings of the Board of Trustees of the Fund relating to the period of 1981-2018. Only one meeting had been held per year within a period of 13 years during that period whilst no meetings had been held in the years 2013 and 2014. Furthermore, in terms of Section 11 of the Act, Rules can be formulated by the Board to formalize the agenda of the meetings, but there had been no evidence to the effect that such Rules had been formulated.

6. **Weaknesses in Systems and Controls**

6.1 Appointments of officers and employees had not been made in accordance with the Rules formulated as per provisions of the Employment Act.

6.2 Taking decisions without meeting the Board of Trustees; instead, the decisions taken on the requirements of a particular trustee are certified by the other trustees.

6.3 Due to non-availability of the post of Accountant / Financial Manager, the Director recommends, approves, & certifies the payments of the Fund. Irregularity in accounting the transactions, and the financial statements do not comply with the Sri Lanka Accounting Standards.

6.4 Failure to properly evaluate the investment benefits. Failure in properly supervising the subsidiary companies.

6.5 Failure to adhere to the Government Procurement Guidelines – 2006.

6.6 Non-functionality of the Committees to evaluate investments.

7. Recommendations

- 7.1 It is recommended that right decisions relating to the efficiency of the Fund should be taken at the meetings of the Board of Trustees with the consent of the majority by properly studying the provisions set forth in Mahapola Higher Education Scholarship Trust Fund. (Reference to Paragraphs of observation : 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.12)
- 7.2 It is recommended that the Trust Fund Act should be revised in a timely manner. (Reference to Paragraphs of observation 5.13)
- 7.3 The fact that the Financial Regulations, Establishments Code, Government Procurement Guidelines – 2006, and the other Government Circulars issued from time to time should be followed in the execution of duties and functions of the Fund. (Reference to Paragraphs of observation 5.7, 5.12)
- 7.4 Cabinet approval should be obtained when the Trust Fund enters into agreements with external parties and the conditions in the agreements already entered into are significantly amended. New agreements should be entered into so as to achieve the expected objectives of the Trust Fund by annulling the agreements already entered into with conditions unfavorable to the Fund.

(Reference to Paragraph of observation : 5.3)
- 7.5 It is recommended to create a post for a Financial Manager to properly account all the transactions relating to income, expenditure, assets & liabilities of the Trust Fund, maintain books, and for financial control along with posts responsible for administration thereby revising the organizational structure. (Reference to Paragraphs of observation : 5.5.1, 5.7, 5.8)
- 7.6 It is recommended that the Committee appointed to evaluate the investments and benefits of the Trust Fund should meet quarterly & evaluate the investments, and inspections should be carried out thereon at the meetings of the Board of Trustees. (Reference to Paragraphs of observation : 5.10.3)

- 7.7 It is recommended that an Action Plan should be prepared annually by including all the activities such as, investments of the Trust Fund, and granting scholarships, and the progress should be examined by preparing performance reports annually. (Reference to Paragraphs of observation :5.11)
- 7.8 It is recommended that a constant and proper supervision is needed on the investments made in the subsidiary companies under purview of the Trust Fund, and the management of portfolio. (Reference to Paragraphs of observation : 5.10)
- 7.9 Considering the possibility of future risks involved in the viability of the Fund due to failure in properly making investments, it is recommended that the Trustees should generate and manage the funds of the Trust in a manner favorable to the Fund. (Reference to Paragraphs of observation : 5.1-5.13)

08. Conclusions

- 8.1 The Board of Trustees is entrusted with the administration, management, and control of the Fund in terms of Section 3 of the Mahapola Act. But, due to the failure of the Board of Trustees to take decisions in a favorable and productive manner to the Fund during the period 2003-2017, and acting beyond the authority vested in the Board of Trustees, it is concluded that the Fund had suffered financial and non-financial drawbacks.
- 8.2 It is concluded that the management should be held responsible for the loss of benefits amounting to Rs. 1,645,494,236 that should have been credited to the Mahapola Fund in terms of the agreement entered into in the year 2003 with the Sri Lanka Institute of Information Technology (Guaranteed) Limited (SLIIT).
- 8.3 It is concluded that the management should be held accountable to the failure in recovering the dividend receivable by the Trust Fund by examining the remittance of dividends thereto Rs. 516,436,257 less although a dividend of 50 per cent of the

annual profit of the Development Lotteries Board should have been remitted to the Trust Fund.

8.4 Although the National Wealth Corporation Limited, functioning under the Trust Fund, had been entrusted to manage the portfolio of the Fund, the said Company had suffered capital losses from the investments made in securities during the 03 preceding years. As such, it is concluded that the Board of Trustees had not taken necessary measures to properly manage the funds of the Fund.

8.5 As for the sum of Rs. 673,913,043 that the Trust Fund had been deprived of due to the selection of an institution to maintain the online lottery by deviating from the procurement procedure, it is concluded that the Procurement Committee that selected the institution for maintaining the lottery & and Evaluation Committee, as well as the institution that maintained the lottery should be held accountable.

8.6 The Sri Lanka Institute of Information Technology (Guaranteed) Limited (SLIIT) is an asset belonging to the Government. As the SLIIT had been vested in the private sector with no payment whatsoever made to the Government, it is concluded that action be taken to secure the rights of the Government, and a special committee be appointed to investigate this issue.

8.7 As this report has been compiled within the limitations of scope such as, authority vested in the Auditor General, resources, time, and the information made available, I could not investigate as to whether any act of illegality or criminality had taken place beyond the scope of the Auditor General. In case of being deemed that such an investigation should be carried out, it is concluded that assistance of an institution specialized in the relevant area, should be obtained.

Sgd./ H.M. GAMINI WIJESINGHE
Auditor General

H.M. Gamini Wijesinghe.

Auditor General

25 January 2019



ශ්‍රී ලංකා

ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ
පාර්ලිමේන්තුව

1981 අංක 66 දරන

මහපොළ රසස් අධ්‍යාපන ශිෂ්‍යත්ව
භාර අරමුදල පනත

[සහතිකය සටහන් කළේ 1981 ඔක්තෝබර් මස 29 වන දින]

ආණ්ඩුවේ නියමය පරිදි මුද්‍රණය කරන ලදී

1981 ඔක්තෝබර් මස 30 වැනි දින ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ
ඇසම්ප්‍රයේ II වන කොටසේ අතිරේකයක් වශයෙන් පල කරන ලදී.

ශ්‍රී ලංකා රජයේ මුද්‍රණ දෙපාර්තමේන්තුවේ මුද්‍රණය කරන ලදී

කොළඹ රජයේ ප්‍රකාශන කාර්යාංශයෙන් මිල දී ලබාගත හැක

අංක 90 සි

කැපුරු ගාස්තුව: ශත 50 සි

1981 අංක 66 දරන මහජන උසස් අධ්‍යාපන
 ශිෂ්‍යත්ව භාර අරමුදල පනත

[සභානායක සභාවේ කළේ 1081 ඔක්තෝබර් මස 29 වන දින]

එල්. ඩී.-බී. 34/81

මහජන උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල සංස්ථාගත
 කිරීම සඳහා වූ පනතකි.

කොළඹ, ප්‍රසිද්ධ නොනාරිස් මල්ලචාරච්චිගේ හරිමන් පැවරීන්
 පෙරේරා විසින් සභානායක කරන ලද සහ මෙහි උපලේඛනයෙහි
 දක්වා ඇති (මෙහි මින් මතු "මප්පුව" යනුවෙන් සඳහන් කරනු
 ලබන) අංක 2773 දරන භාර මප්පුව මගින්, ශ්‍රී ලංකාවේ අධ්‍යා
 පනයේ උත්තරීය සඳහා "මහජන උසස් අධ්‍යාපන භාර අර
 මුදල" යනුවෙන් සඳහන් කරනු ලබන සහ හඳුන්වනු ලබන අර
 මුදලක් දැනට පිහිටුවා ඇති හෙයින්ද:

තම ද, එහි භාර අරමුදලෙහි අරමුදල සහ පරිපාලන මුදල්
 මුදලක් ගැනීම සඳහා ප්‍රමාණවත් මුදල්, පොදු සහ පෞද්ගලික
 පරිපාලන මගින් සැපයූ ලෙස එයකු හරි ගෙවා ඇති හෙයින් සහ
 මෙහි මතු දක්වා ඇති විධිවිධානවලට අනුව, එහි භාර අරමුදල
 සංස්ථාගත කිරීම සඳහා භාරකරුවන් විසින් ඉල්ලීමක් කර ඇති
 හෙයින් සහ එහි ඉල්ලීමට ඉඩදීම පොදු ගහපතට ගේතුවන
 හෙයින්ද:

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ පාර්ලිමේන්තුව
 විසින් මෙසේ පනවනු ලැබේ:—

1. මේ පනත 1981 අංක 66 දරන මහජන උසස් අධ්‍යාපන
 ශිෂ්‍යත්ව භාර අරමුදල පනත යනුවෙන් හැඳින්වීමට ලැබේ.

දුනුබු කාමය.

2. මේ පනත ආරම්භ වන දින සිට සහ ඉන් පසුව, මහජන
 උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල, මෙහි මින් මතු "අරමුදල"
 යනුවෙන් සඳහන් කරනු ලබන "මහජන උසස් අධ්‍යාපන
 ශිෂ්‍යත්ව භාර අරමුදල" යන නාමය සහ අභිධානය යටතේ, අළුති
 යන්ත්‍ර පැවැත්මක් ඇති සංස්ථාවක් විය යුතු අතර, එහි නාම
 යෙන් සියලු අධිකරණවල ඒ අරමුදල විධිවිධානවලට අරමුද
 ලට විරුද්ධව නඩු පවරනු ලැබීම ද කරනු ලැබිය හැකිය. තම ද,
 පොදු මුදලක් හඳුනා ගැනීමේ සහ පාවිච්චි කිරීමේ සම්පූර්ණ බලය
 සහ අධිකාරය ද ඒ අරමුදලට හිමිය යුතු ය.

මහජන උසස්
 අධ්‍යාපන
 ශිෂ්‍යත්ව
 භාර අරමුදල
 සංස්ථාගත
 කිරීම.

3. (1) අරමුදල පිළිබඳ පරිපාලනය, කළමනාකරණය සහ පාල
 නය මෙහි මින් මතු විධිවිධාන සලස්වා ඇති පරිදි සමන්විත වන
 භාරකාර මණ්ඩලයක් වෙත භාර විය යුතු ය.

අරමුදලෙහි
 භාරකාර
 මණ්ඩලය.

(2) මෙහි මින් මතු "මණ්ඩලය" යනුවෙන් සඳහන් කරනු
 ලබන, අරමුදලෙහි භාරකාර මණ්ඩලය පනත දැක්වෙන සංවිධාන
 ගණයෙන් සමන්විත විය යුතු ය:—

- (අ) ප්‍රාථමික;
- (ආ) තත් කාලයෙහි—
 - (i) ශ්‍රේණිකාධිකරණයෙහි අග්‍ර විනිශ්චයකාරවරයා;
 - (ii) උසස් අධ්‍යාපනය පිළිබඳ විෂයය භාර අමාත්‍යවරයාගේ
 අමාත්‍යාංශයෙහි ලේකම්වරයා;

1981 අංක 66 දරන මහජනලේඛන උසස් අධ්‍යාපන
ශිෂ්‍යත්ව භාර අරමුදල පනත

- (iii) අධ්‍යාපනය පිළිබඳ විෂයය භාර අමාත්‍යවරයාගේ අමාත්‍යාංශයෙහි ලේකම්වරයා; සහ
- (iv) වෙළෙඳ විෂයය භාර අමාත්‍යවරයාගේ අමාත්‍යාංශයෙහි ලේකම්වරයා

ලෙස ධුරය දරන තැනැත්තෝ; සහ

(ඇ) පාරම්භක විසින් අවුරුදු පහක කාලසීමාවක් සඳහා පත් කරනු ලබන (මෙහි මින් මතු “පත් කළ සාමාජිකයන්” යනුවෙන් සඳහන් කළු ලබන) තැනැත්තන් දෙදෙනෙක් :

එසේ වුවද, ඔස්ට්‍රේලියා 11 වන ඡේදයෙහි සඳහන් තැනැත්තන් නොවන, දැනට සිටින භාරකරුවන් දෙදෙනා මේ පනත යටතේ, මූලිකම පත් කළ සාමාජිකයන් ලෙස සලකනු ලැබිය යුතු ය.

(3) මණ්ඩලයේ පළමුවන සහ රැස්වීමට පැමිණ සිටින සාමාජිකයන් විසින් ඒ සාමාජිකයන් අතුරින් කෙනකු මණ්ඩලයේ සභාපතිවරයා ලෙස තෝරා පත්කර ගත යුතු ය.

(4) මණ්ඩලයේ පත් කළ සාමාජිකයකුට ඕනෑම අවස්ථාවක දී දිසාපතිවරයා වෙත ලියවිල්ලකින් කරනු ලබන දැනුම්දීමක් මගින් සිය ධුරයෙන් ඉල්ලා අස්විය හැකිය.

(5) යම් තැනැත්තකු—

(අ) ශ්‍රී ලංකාවෙහි හෝ වෙනත් යම් රටක හෝ බලපවත්වන යම් නීතියක් යටතේ වස්තුභංගත්වයට පත් හෝ බුන්වත් හෝ තැනැත්තකු ලෙස ප්‍රකාශ කරනු ලැබ, නිදහස් කරනු නොලැබූ වස්තුභංගත්වයට පත් හෝ බුන්වත් හෝ තැනැත්තකු වේ නම්; හෝ

(ආ) විධික දූෂණය පිළිබඳ සහ හය මාසයකට නොඅඩු කාල සීමාවක් සඳහා බන්ධනාගාරගත කිරීමෙන් දඬුවම් කළ හැකි වරදකට වරදකරු වී තිබේ නම්; හෝ

(ඇ) ශ්‍රී ලංකාවෙහි බලපවත්වන යම් නීතියක් යටතේ සිහිවිකල් හෝ මත්ද්‍රව්‍යද්‍රව්‍ය තැනැත්තකු බවට තීරණය කරනු ලැබී හෝ ප්‍රකාශ කරනු ලැබ තිබේ නම්

ඒ තැනැත්තා මණ්ඩලයේ සාමාජිකයකු ලෙස පත් කරනු ලැබීමට හෝ තවදුරටත් ධුරයේ කටයුතු කිරීමට හෝ සුදුසු නොවිය යුතු ය.

(6) ස්වකීය ධුර කාලය ඉකුත්වීමට පෙර, මණ්ඩලයේ පත් කළ සාමාජිකයකු මිය යාම නිසා, ඉල්ලා අස්වීම නිසා හෝ වෙනත් ආකාරයකින් හෝ තම ධුරය නිසි කළහොත්, ඔහුගේ අනුප්‍රාප්තිකයා විසින් තම පූර්වගාමියාගේ ධුර කාලයෙන් නොගෙවී ඇති කාලසීමාව සඳහා ධුරය දැරිය යුතු ය.

(7) මණ්ඩලයේ සෑම රැස්වීමක ම මුලසුන, මණ්ඩලයේ සභාපති වරයා විසින් දැරිය යුතු ය. යම් රැස්වීමකට සභාපතිවරයා පැමිණ නොමැති විට ඒ රැස්වීමට පැමිණ සිටින සාමාජිකයන් විසින් ඒ සාමාජිකයන් අතුරින් ඒ රැස්වීම සඳහා සභාපතිවරයකු තෝරා පත් කර ගත යුතු ය.

(8) මණ්ඩලයේ සාමාජිකයන් අතර යම් තෙහෙදයක් උද්ගත වූ විට, බහුතර තීරණය අනුගමනය සහ බලාත්මක විය යුතු ය.

(9) මණ්ඩලයේ සාමාජිකයන් අතර යම් පුරප්පාඩුවක් තිබීමේ හේතුව නිසාම පමණක්, මණ්ඩලයේ කිසිදු ක්‍රියාවක් හෝ කටයුත්තක් බලරහිත ලෙස නොසැලකිය යුතු ය.

(10) මණ්ඩලයේ යම් රැස්වීමක් සඳහා ගණපූරණය සාමාජිකයන් හතර දෙනෙකු විය යුතු ය.

(11) මණ්ඩලයේ රැස්වීම්වල කාර්ය පටිපාටිය ද, ඒ රැස්වීම්වල කටයුතු කරගෙන යාම ද විධිමත් කිරීම සඳහා මණ්ඩලය විසින්, (10) වන උපවගන්තියේ විධිවිධානවලට යටත් ව, පිහි සාදනු ලැබිය හැකි ය.

අරමුදලේ මූලධර්ම

4. අරමුදලේ මූලධර්ම—

(අ) මණ්ඩලය විසින් කලින් කල තීරණය කරනු ලබන තැනැත්තකුගේ ආරක්ෂිත භාරයේ තැබිය යුතු ය;

(ආ) මණ්ඩලය විසින් තීරණය කරනු ලබන අ කාර්යයකට වෙනත් කරනු ලැබිය හැකි ය; නව ද

(ඇ) මණ්ඩලයේ අනුමතය ඇතිව මිස හා මණ්ඩලයේ සාමාජිකයන් දෙදෙනෙකු ඉදිරිපිට දී මිස යම් ලේඛනයකට නොහැබිය යුතු අතර, ඒ සාමාජිකයන් දෙදෙනා විසින් තමන් පැමිණ සිටි බවට සාක්ෂියක් වශයෙන් ඒ ලේඛනය අත්සන් කළ යුතු ය.

5. අරමුදලෙහි අරමුණු සහ පරමාර්ථ පහත දැක්වෙන පරිදි විය යුතු ය:—

අරමුදලේ අරමුණු සහ පරමාර්ථ

(අ) යෞවනයන්ට උසස් අධ්‍යාපන පහසුකම් සැලසීම;

(ආ) සතුටට පාත්‍ර ලෙස තම ද්විතීය අධ්‍යාපනය සම්පූර්ණ කර සිටින, ආධාර ලැබීමට හුදුසු යෞවනයන්ට තමන්ගේ ශාස්ත්‍රීය, කාර්මික හෝ තාක්ෂණික අධ්‍යාපනය අවස්ථා වෙන්වන පරිදි, විශ්ව විද්‍යාලයක හෝ කාර්මික නැතහොත් උසස් අධ්‍යාපන අයතනයක සම්පූර්ණ කිරීමට හැකි වන පරිදි බවුන්ට ආධාර සැලසීම;

(ඇ) යෞවනයන්ට තමන්ගේ මෘත්තීය නිපුණතා සහ දක්ෂතා වැඩි දියුණු කර ගැනීමට හැකි වන පරිදි, මෘත්තීය අභ්‍යන්තර ආයතන පිහිටුවීම සහ කළමනාකරණය කිරීම හෝ පිහිටුවීමට සහ කළමනාකරණය කිරීමට සහායවීම;

(ඈ) අධ්‍යාපනය සැලසීමෙහි ලා තිරතව ඇති පාසල්, ආයතන, පදනම් සහ වෙනත් ඵලදායී ආයතන පිහිටුවීම සහ ඒවා කළමනාකරණය කිරීමෙහි ලා සහ පවත්වා ගෙන යාමේ ලා සහායවීම; සහ

(ඉ) අධ්‍යාපනය සැලසීමෙහි ලා තිරතව සිටින කවිකාවාරිය වරුන්ගේ, ගුරුවරුන්ගේ සහ ඵලදායී වෙනත් නැතහොත් නිපුණතා සහ දක්ෂතා නංවාලීම සහ වැඩිදියුණු කිරීම සඳහා ආධාර සැලසීම.

මණ්ඩලයේ
බලතල සහ
කාර්යය.

6. (1) අරමුදලේ පරමාර්ථ මුදුන් පමුණුවා ගැනීමේ ලා අවශ්‍ය වන හෝ හිතකර වන හෝ ආනුෂංගික වන සියලු දේ කිරීමේ බලය අරමුදලෙහි නාමයෙන් මණ්ඩලයට තිබිය යුතු ය.

(2) (1) වන උපවගන්තියෙන් පැවරී ඇති බලතලවල ව්‍යාප්ති යටහතියක් නොමැතිව, මණ්ඩලයට පහත දැක්වෙන බලතල හා කාර්යයන් තිබිය යුතු ය :-

(අ) මුදල් සපයා ගැනීම සහ දේශීය හෝ විදේශීය හෝ මුදල් මුදලින්, මුදලින් හෝ ද්‍රව්‍යවලින් ප්‍රදාන, තෑගි හෝ පරිත්‍යාග භාර ගැනීම;

(ආ) මේ පනතින් හෝ යම් ලීල දී ගැනීමක්, ප්‍රදානයක්, තෑගි ගත්, තෙස්තමේන්තු නියාදනයක් මගින් හෝ අන්‍ය කාර්යයකින් මණ්ඩලය සතු වන යම් වංචල හෝ නිශ්චල දේපලක් භාර ගැනීම හෝ දැරීම සහ අරමුදලට හිමි වන යම් දේපලක් විකිණීම, උකස් කිරීම, බදුදීම, ප්‍රදානය කිරීම, සමර්පණය කිරීම, අත්හිම කැමති පත්‍රයකින් උරුම කිරීම, පවරා දීම, හුවමාරු කිරීම හෝ අන්‍යාකාරයකින් බැහැර කිරීම;

(ඇ) අරමුදලේ පරමාර්ථ ඉෂ්ට කර ගැනීම සඳහා ආධාර මුදල්, පරිත්‍යාග මුදල් හෝ දේශීය හෝ විදේශීය මූල්‍යයන් වැනි;

(ඈ) අරමුදලෙහි අරමුණු වැඩිදුරටත් සාක්ෂාත් කර ගැනීම සඳහා මුදල් රැස්කර ගැනීම පිණිස, ආණ්ඩුවේ අනුමැතිය ඇතිව ලොතරැසි පැවැත්වීම;

(ඉ) අරමුදලේ බලතල, කාර්යය හා කාර්ය ක්‍රියාත්මක කිරීම, කිරීම හා ඉටු කිරීම සඳහා ද, අරමුදලෙහි පරමාර්ථ මුදුන් පමුණුවා ගැනීම සඳහා ද අවශ්‍ය වන සියලු ගිවිසුම්වලට හා එකඟවීමට, කෙළින් ම හෝ තත් කාර්යය සඳහා මණ්ඩලය විසින් ලියවිල්ලකින් බලය පවරනු ලබන නිලධාරීන් සහ සේවකයන් මගින් හෝ අනුයෝජනයන් මගින් හෝ එළඹීම හෝ එම ගිවිසුම් හෝ එකඟවීම් ඉටු කිරීම;

(ඊ) මේ පනතේ විධිවිධානවලට යටත්ව, අරමුදලෙහි නිලධාරීන් හා සේවකයන් පත් කිරීම, සේවයෙහි නියුක්ත කිරීම හා ඔවුන්ගේ පාරිශුද්ධතාව ගෙවීම ද, ස්වකීය සේවා නිලධාරීන් පත් කිරීම, උසස් කිරීම, ඔවුන්ගේ පාරිශුද්ධතාව ගෙවීම, ඔවුන්ගේ විනය පාලනය කිරීම හා ඔවුන්ට නිවාඩු දීම හා වෙනත් ප්‍රතිලාභ සැලසීම ද පිළිබඳව රීති සාදීම;

(උ) අරමුදලට අයිති හෝ අරමුදල විසින් දරනු ලබන යම් ඉඩමක යම් ගොඩනැගිල්ලක් හෝ ඉදි කිරීමක් ගැනීම හෝ ගැනීමට සැලැස්වීම;

(ඌ) භාර මුදල් ඇතුළුව මුදල් ආයෝජනය කිරීම සඳහා නීතියෙන් බලය දී ඇති යම් ආයෝජනවල, මණ්ඩලයේ අභිමතය පරිදි, අරමුදලට අයත් මුදල් ආයෝජනය කිරීම සහ ඒ ආයෝජනය, මණ්ඩලයේ අභිමතය පරිදි, ආපසු ලබා ගැනීම, නැවත ආයෝජනය කිරීම හා වෙනස් කිරීම හා ඒ ආයෝජනවලින් උපරිත ආදායම ලබා ගැනීම;

(ඵ) අරමුදලේ කාර්යයන් සඳහා, බැංකු ගිණුම් විවෘත කිරීම, පවත්වාගෙන යාම සහ වසා දැමීම හා අරමුදලේ දේපල ඇපයක් ඇතිව හෝ එවැනි ඇපයක් නැතිව හෝ මුදල් ණයට ගැනීම හෝ ලබා ගැනීම; සහ

(ඵ) අරමුදලේ පරමාර්ථ ක්‍රියාත්මක කිරීම සඳහා ආනුෂංගික වත් හෝ හිතකර වන වෙනත් සියලු ක්‍රියා සහ දේවල් කිරීම.

7. අරමුදල වෙත—

අරමුදලට කරනු ලබන ගෙවීම්.

(අ) ලබාගන්නා ලද යම් මුදල් හෝ දේශීය වශයෙන් හෝ විදේශ වලින් ලැබුණු වූ ප්‍රදාන, තැනි හෝ පරිත්‍යාග හෝ උපලබ්ධිත හෝ එකතුකර ගන්නා ලද මුදල් ;

(ආ) අරමුදලෙහි අරමුණු සහ පරමාර්ථ ක්‍රියාත්මක කිරීමේ කාර්ය සඳහා කලින් කල ආණ්ඩුවෙන් ලැබෙන යම් ආධාර මුදල් ; සහ

(ඇ) ආයෝජනවලින් ලැබෙන ආදායම් හෝ අරමුදල වෙත ලැබිය යුතු වෙනත් මුදල්

ගෙවනු ලැබිය යුතු ය.

8. අරමුදලෙන්—

අරමුදලෙන් කරනු ලබන ගෙවීම්.

(අ) අරමුදල ක්‍රියාත්මක කිරීම, පිහිටුවීම සහ පවත්වාගෙන යාම සඳහා අවශ්‍ය වියදම් ; හා

(ආ) නිලධාරීන්ට, සේවකයන්ට සහ වෙනත් සේවාවලින් යන්ට වැටුප් ; සහ

(ඇ) අරමුදලෙහි පරමාර්ථ ක්‍රියාත්මක කිරීමේ කාර්ය සඳහා අවශ්‍ය යයි මණ්ඩලය විසින් අනුමත කරනු ලබන වෙනත් සියලු මුදල්

ගෙවනු ලැබිය යුතු ය.

9. මේ පනත ක්‍රියාත්මක වීමට ආරම්භ වන අවස්ථාවෙහි පවතින, හෝ අරමුදලෙහි සියලු ගිණුම්, එකතුවීම්, ණය සහ බැරකම්, මෙයින් පිහිටුවනු ලබන සංස්ථාවෙහි ගිණුම්, එකතුවීම්, ණය සහ බැරකම් පිළිබඳව සලකනු ලැබිය යුතු ය.

භාර අරමුදලෙහි ගිණුම් ආදිය සංස්ථාවේ ගිණුම් ආදිය ලෙස සලකනු ලැබිය යුතු බව.

10. (1) මණ්ඩලය විසින් අරමුදලේ ආදායම සහ වියදම, වත්කම් සහ බැරකම් සහ වෙනත් සියලු ගනුදෙනු පිළිබඳව නිසි ගිණුම් පොත් පවත්වා ගෙන යාමට සැලැස්විය යුතු ය.

ගිණුම් සහ විධානන.

(2) එක් එක් වර්ෂයේ දෙසැම්බර් මස තිස් එක් වන දින පවත්නා පරිදි, ස්වකීය ගිණුම් පොත් පාලනය කිරීම ද ඒ දිනය තෙක් සකස් කරන ලද, අරමුදලෙහි ආදායම සහ වියදම ද පිළිබඳ ගිණුමක් සහ එදින දක්වා වූ වත්කම් හා බැරකම් පිළිබඳ සාරාංශයක් ඇතුළත් ශේෂ පත්‍රයක් ඊළඟ මාර්තු මස තිස් එක් වන දිනට පෙර පිළියෙල කරවීම ද මණ්ඩලය විසින් කළ යුතු ය.

(3) අදායම සහ වියදම් ගිණුම් සහ ශේෂ පත්‍රය අත්සන් කිරීමට මණ්ඩලය විසින් යෝජනා සම්මුතියකින් බලය පවරන ලද මණ්ඩලයේ සාමාජිකයන් දෙදෙනෙකු විසින් එවා අත්සන් කළ යුතු ය.

(4) විගණකාධිපතිවරයා විසින් ආණ්ඩුක්‍රම ව්‍යවස්ථාවේ 154 වන වස්ථාවට අනුකූලව අරමුදලෙහි ගිණුම් වර්ෂයක් පාසා න්‍යාය කළ යුතු ය.

අරමුදලෙහි
මුදල් වර්ෂය.

දැනුම් කිරීම
බදු වලින් හඟ
ආනයන
බදු වලින්
අරමුදල නිදහස්
කිරීම.

11. අරමුදලෙහි මුදල් වර්ෂය ලීන් වර්ෂය විය යුතු ය.

12. (1) අරමුදලෙහි අරමුණු සහ පරමාර්ථ ඉෂ්ට කර ගැනීමේ කාර්යය සඳහා ආනයනය කරනු ලබන යම් භාණ්ඩ සම්බන්ධයෙන් කිරීම බදු වලින් සහ ආනයන බදු වලින් ද අරමුදල නිදහස් විය යුතු ය.

(2) 1979 අංක 28 දරන දේශීය ආදායම් පනත යටතේ ගෙවිය යුතු යම් අදායම් බද්දකින් හෝ බැර බද්දකින් අරමුදල නිදහස් විය යුතු ය.

(3) යම් තැනැත්තකු විසින් අරමුදල වෙත තැන්පත් පිරිනමනු ලැබූ අවස්ථාවක, 1979 අංක 28 දරන දේශීය ආදායම් පනත යටතේ තැන්පත් බද්දෙන් එම තැන්පත් මුළු වටිනාකමෙහි ප්‍රමාණයට, ඒ තැනැත්තා නිදහස් විය යුතු ය.

(4) යම් තැනැත්තකු විසින් 1980 අප්‍රේල් මස 01 වන දින හෝ එදිනට පසුව අරමුදල වෙත යම් තැන්පත් වර්ෂයක් තුළ දී අරමුදල වෙත පරිත්‍යාගයක් කරනු ලැබූ අවස්ථාවක, 1979 අංක 28 දරන දේශීය ආදායම් පනතේ කාර්ය සඳහා, එම පරිත්‍යාගය අනුමත වියදමක් ලෙස සලකනු ලැබිය යුතු අතර, එම පරිත්‍යාගයේ මුළු වටිනාකම වෙනුවෙන්, ඒ පනත යටතේ සහනය ලැබීමට ඒ තැනැත්තා සහනයට හිමිකම තිබිය යුතු ය.

(5) අවස්ථාවෙන් පරිදි 1980 අංක 35 දරන සංවර්ධන සහ පනත, මහා නගර සහ ආඥාපනත සහ නගර සහ ආඥාපනත යටතේ ගෙවිය යුතු යම් වරිපනම් බදු වලින් සහ බදු වලින් අරමුදල නිදහස් විය යුතු ය.

(6) අවස්ථාවෙන් පරිදි, 1979 අංක 28 දරන දේශීය ආදායම් පනතෙහි, ජේගු ආඥාපනතෙහි, 1980 අංක 35 දරන සංවර්ධන සහ පනතෙහි, මහා නගර සහ ආඥාපනතෙහි හෝ නගර සහ ආඥා පනතෙහි පටිපාටි කුමක් සඳහන් ව තිබුණ ද මේ වගන්තියේ විධිවිධාන බලපැවැත්විය යුතු ය.

මේ පනත
යටතේ
කරනු ලබන
ක්‍රියා
සම්බන්ධයෙන්
මණ්ඩලයේ
සාමාජිකයන්
සහ අරමුදලේ
නිලධාරීන්
ආදීන් ආරක්ෂා
කිරීම.

13. (1) මණ්ඩලයේ යම් සාමාජිකයකු විසින් හෝ මේ පනතේ කාර්යයන් සඳහා පත් කරනු ලැබූ අරමුදලේ යම් නිලධාරියකු හෝ වකයකු හෝ නියෝජිතයකු විසින්, මේ පනත යටතේ මණ්ඩලයේ විධානය පිට, සඳහා වශයෙන් කරන ලද හෝ කරන ලද සලකනු ලබන යම් ක්‍රියාවක් සම්බන්ධයෙන් ඒ සාමාජිකයාට නිලධාරියාට, සේවකයාට හෝ නියෝජිතයාට විරුද්ධව කිසිම සිවිල් හෝ අපරාධ නඩුවක් පවරනු නොලැබිය යුතු ය.

(2) අරමුදල විසින් හෝ එයට විරුද්ධව හෝ යම් අධිකරණයක ඉදිරියේ පවරනු ලැබූ යම් සිවිල් හෝ අපරාධ නඩුවක දී අරමුදල විසින් දරනු ලැබූ යම් වියදමක්, අරමුදලෙන් ගෙවිය යුතු අතර එවැනි යම් සිවිල් හෝ අපරාධ නඩුවක දී අරමුදල වෙත ගෙවනු ලබන හෝ අරමුදල විසින් අයකර ගනු ලබන යම් නඩු ගාස්තු කිසිව අරමුදලට බාර කරනු ලැබිය යුතු ය.

(3) (1) වන උපවගන්තියෙහි සඳහන් යම් තැනැත්තකු ඒ මේ පනත යටතේ හෝ මණ්ඩලයේ විධානය පිට, කරනු ලැබූ හෝ කරන ලද සලකනු ලබන යම් ක්‍රියාවක් සම්බන්ධයෙන් වුව

විරුද්ධව යම් අධිකරණයක් ඉදිරියේ පවරනු ලැබූ යම් සිවිල් හෝ
 අපරාධ නඩුවක දී ඔහු විසින් දරනු ලැබූ යම් වියදමක්, එම ක්‍රියාව
 සඳහා වෛරාත් කරන ලද බව අධිකරණය තීරණය කළහොත්, ඒ
 වියදම ඒ සිවිල් හෝ අපරාධ නඩුවේ දී ඔහු විසින් අයකරගෙන
 තිබේ නම් හැර, අරමුදලෙන් ගෙවනු ලැබිය යුතු ය.

14. අරමුදලට විරුද්ධව පවරනු ලැබූ යම් නඩුවක දී, පෞද්ගලික
 විශයෙන් මණ්ඩලයේ යම් සාමාජිකයකුට හෝ අරමුදලෙහි යම්
 නිලධාරියකුට, සේවකයකුට හෝ නියෝජිතයකුට විරුද්ධව හෝ
 ඔහුගේ දේපලට විරුද්ධව හෝ කිසිම පිටි ආඥාවක් නිකුත් කරනු
 නොලැබිය යුතු ය.

15. අරමුදලේ සියලු නිලධාරීන් සහ සේවකයන් දණ්ඩ නීති
 සංග්‍රහයේ අර්ථනුකූලව සහ දණ්ඩ නීති සංග්‍රහයේ කාර්යයන්
 සඳහා රජයේ සේවකයන් ලෙස සලකනු ලැබිය යුතු ය.

16. අරමුදල, අල්ලස් පනතේ අර්ථනුකූලව උපලේඛනගත
 ආයතනයක් ලෙස සලකනු ලැබිය යුතු අතර ඒ පනතේ විධිවිධාන
 ඒ අනුව අදාළ විය යුතු ය.

17. ඔප්පුවෙහි කුමක් සඳහන්ව ඇත ද, ඒ නොතකා මේ
 පනතෙහි විධිවිධාන බලපැවැත්විය යුතු ය. ඒ අනුව, මේ පනතෙහි
 විධිවිධාන සහ ඔප්පුවෙහි විධිවිධාන අතර යම් ගැටුමක් පවතින විට,
 මේ පනතෙහි විධිවිධාන බලපැවැත්විය යුතු ය.

18. මේ පනතේ සඳහන් තැනැත්තන්ගේ හෝ ඔවුන් මගින්,
 ඔවුන්ගෙන් හෝ ඔවුන් යටතේ හිමිකම් පෑන තැනැත්තන්ගේ
 අයිතිවාසිකම්වලට හැර, ජනරජයේ හෝ යම් රාජ්‍ය මණ්ඩලයක
 සහ සංස්ථාවක හෝ වෙනත් යම් තැනැත්තන්ගේ හෝ අයිති
 වාසිකම්වලට මේ පනතේ ඇතුළත් කිසිවකින් හානියක් හෝ
 බලහිමක් නොවිය යුතු ය.

19. මේ පනතෙහි—
 "පුරවික" යන්නෙන් ඔප්පුවේ පූර්විකාවෙහි පලමුව සඳහන්
 ජනරජයේ සඳහන් තැනැත්තා අදහස් වන අතර, ඔහුගේ
 මරණයෙන් පසු, වෙළෙඳ විෂයය හැර අමාත්‍යවරයා අදහස්
 වන්නේ ය.

පෞද්ගලික
 විශයෙන්
 මණ්ඩලයෙහි
 සාමාජිකයකුට
 හෝ අරමුදලේ
 නිලධාරීන්
 අදහස් වන
 විරුද්ධව හෝ
 ඔවුන්ගේ
 දේපලවලට
 විරුද්ධව
 පිටි ආඥාවක්
 නිකුත් නොකළ
 යුතු බව.
 අරමුදලෙහි
 නිලධාරීන් සහ
 සේවකයන්
 උසස් සේවක
 යන් ලෙස
 දණ්ඩ නීති
 සංග්‍රහය
 යටතේ
 සැලකෙන
 බව.

අල්ලස් පනතේ
 අර්ථනුකූලව
 අරමුදල, උප
 ලේඛනගත ආය
 තනයක් ලෙස
 සැලකෙන බව.

ඔප්පුවේ විධි
 විධාන අහිමි
 මේ පනතේ
 විධිවිධාන බල
 පැවැත්විය
 යුතු බව.

ජනරජයේ
 සහ අනෙකු
 යන්ගේ අයිති
 වාසිකම්
 ආරක්ෂා
 කිරීම.

අර්ථ නිරූපණය.

උපලේඛනය

අංක 2773

මෙය, එක් පාර්ශ්වයකට (මෙහි මින් 'මතු පාරමිතක යනුවෙන් හඳුන්වනු ලබන සහ සඳහන් කරනු ලබන) ගරු, ලිපි විලියම් ඇතුලත්වූද ලිපි සහ අනෙක් පාර්ශ්වයට (මෙහි මින් මතු "වත්මන් භාරකරුවන්" යනුවෙන් හඳුන්වනු ලබන සහ සඳහන් කරනු ලබන) (1) නෙවිල් බන්බර් මර්ගවිත සමරකෝන් (2) විරමා සිව්සුමනියම් (3) පිලික්ස් ස්ටැන්ලි ක්‍රිස්ටෝපර් පෙරේරා කල්පගේ (4) එරික් ජැක්සන් ද සිල්වා (5) විදානලාගේ ලක්ෂ්මන් ප්‍රසාද් ද මැල් සහ (6) ජෙයිමා ඉස්මෙල් අතර එක් දහස් නවසිය අසූ එකක් වූ පෙබරවාරි මස 23 වැනි දින ඇතුලත් වූ භාර බඳුමකි.

පාරමිතක, ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ජනතාව විසින් තෝරා පත් කර ගන්නා ලද පාර්ලිමේන්තු නොවිවර්ගයක වන හෙයින් සහ, වෙළෙඳුම් නාමික කටයුතු අමාත්‍ය වූරු දැනට දරන හෙයින් ද ;

ශ්‍රී ලංකාවේ අධ්‍යාපනය නැවැත්වීමේ අවශ්‍යතාව තමාගේ පෞද්ගලික අවබෝධ හා අත්දැකීම මගින් පාරමිතක, විශේෂයෙන් ම දැන සිටින අතර අධ්‍යාපන නැවැත්වීම දැනට පවත්නා දරිද්‍රතා පිළිබඳ ගැටලුවලින් අත්විදීමේ මාර්ගයක් ලෙස මනුට පෙනී යන හෙයින් ද ;

තවද, එකී ශ්‍රී ලංකා ජනරජයෙහි පවත්නා මිනිස් හැකියාවන් පිළිබඳව අවබෝධයක් ඇති පාරමිතක විසින් එකී ශ්‍රී ලංකා ජනරජයේ සහ එහි ජනතාවගේ වෘත්තීය සහ යහපත උදෙසා එම හමුපත් සංවර්ධනය කිරීමේ අවශ්‍යතාව දක්නට ලද හෙයින් ද ;

තමාගේ සහ තම රටේ යහපත පිණිස, තමාගේ පූර්ණ හැකියාව වර්ධනය කර ගැනීමට එක් එක් පුද්ගලයාට උපකාර කිරීමට අවශ්‍ය බව පාරමිතකට ප්‍රබල ලෙස හැඟී ගොස් තිබෙන හෙයින් ද ;

තවද, ස්වකීය පෞද්ගලිකත්වයේ ගරුත්වය තුළින් ශක්තිය ලබා ගැනීම සඳහා ජනතාවට මාර්ගය සලසා නොදී සහ දිගුකල් පවතින රටාවක් හා උසස් ජීවන මට්ටමක් පිළිබඳ මැඩ වැටීම්ගෙන් සඳහා අවස්ථාව සලසා නොදී නිශ්චය සහ අප්පමාද සංවර්ධනයක් ඇතිවිය නොහැකි බව පාරමිතකට ඊන්තු ගොස් ඇති හෙයින් ද ;

තවද, ශ්‍රී ලංකාවේ අගහිටාගවීමෙන් පෙළෙන තැනැත්තන්ට යහපත සැලැස්සීම, මහජන මැතිවරණ පදනමක් හඳුන්වා දීමට හඳුන්වා දීමට හැකි පිළිවෙලක් පාරමිතක විසින් 1980 වර්ෂයේ දී ශ්‍රී ලංකාවේ ගම්බද ප්‍රදේශවල ආරම්භ කර ඇති හෙයින් ද ;

තවද, අධ්‍යාපනය සැලසීම සඳහා පාරමිතක විසින් උපයෝගී කර ගන්නා මහජන සේවක සංවිධානය, මෙහි දැක්වූ ඇති පරමාර්ථ ඉෂ්ට කර ගැනීම පිණිස, "මහජන මහල උසස් අධ්‍යාපන භාර අරමුදල" යනුවෙන් හඳුන්වනු ලබන සහ සඳහන් කරනු ලබන අරමුදලක් පිහිටුවීම පිණිස අවශ්‍ය අවසරය ලබාගෙන ඇති හෙයින් ද ;

තවද, ආධාර ලැබීමට සූදානම් ශිෂ්‍යයින්ට, මිත්වවිද්‍යාල අධ්‍යාපනය සහ/හෝ, උසස් අධ්‍යාපනය සහ/හෝ කාර්මික සහ/හෝ තාක්ෂණික සහ/හෝ වෘත්තීය නිපුණතා සහ ප්‍රවීණතා වැඩි දියුණු කර ගැනීම පිණිස, ශිෂ්‍යත්ව සහ වෙනත් අධ්‍යාපන පහසුකම් සැලසීමට පාරමිතක කැමැත්තෙන් සිටින හෙයින් ද, මෙහි මින් මතු විධාන සලසා ඇති ආකාරයට, එකී උපපාදනය කළමනාකරණය කිරීම පිණිස භාරකරුවන් ලෙස ක්‍රියා කිරීමට වත්මන් භාරකරුවන් එකතු වී සිටින බැවින් ද ;

මේ භාර බඳුමෙන් පහත දැක්වෙන පරිදි කියා සිටී :-

- 1. භාරය - පිහිටුවනු ලබන්නේ පහත දැක්වෙන පරමාර්ථ සඳහා ය :-
- (අ) තම ද්විතීය අධ්‍යාපනය සතුටුදායක ලෙස සම්පූර්ණ කර ඇති සහ තම මිත්වවිද්‍යාල අධ්‍යාපනය සහ/හෝ උසස් අධ්‍යාපනය සහ/හෝ කාර්මික

1981 අංක 66 දරන මහලොව උසස් අධ්‍යාපන
 ශිෂ්‍යත්ව භාර අරමුදල පනත

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සහ/හෝ තාක්ෂණික සහ/හෝ වෘත්තීය නිපුණතා සහ ප්‍රවීණතා දියුණු කර ගැනීමට බලාපොරොත්තු වන, ආබාධ ලැබීමට සුදුසු ශිෂ්‍යයන්ට වර්ග පනා ශිෂ්‍යත්ව ප්‍රදානය කිරීම;

(ආ) අධ්‍යාපන ආයතන, පාසල්, පදනම් සහ ඒ සමාන ආයතන පිහිටුවීම සහ/හෝ පිහිටුවීමට සහාය වීම සහ/හෝ ඒවා කළමනාකරණය කිරීමට සහ පවත්වා ගෙන යාමට සහාය වීම;

(ඇ) ශ්‍රී ලංකාවේ අධ්‍යාපනය සැලසීමේ ලා නිරතව සිටින ගුරුවරුන්ගේ, කවිකා වැඩසටහන් සහ වෙනත් ගැහැනු තනුන්ගේ නිපුණතා සහ ප්‍රවීණතා වර්ධනය කිරීම සහ/හෝ වැඩි දියුණු කිරීම;

(ඈ) පරපෝෂිත දුප්ට තර ගැනිම පිරිස අවශ්‍ය වන හෝ හිඟකර වන වෙනත් සියලු ක්‍රියා සහ දේ කිරීම.

2. මෙහි පහත දක්වා ඇති බලතලවලට සහ විධිවිධානවලට යටත්ව, භාරකරු වන්නා වූ විසින් විශ්වවිද්‍යාල භාරයට ගෙන දැමීම පිණිස ද, පාවිච්චි කරනු ලැබීම සඳහා ද මුදලින් රුපියල් දසදහසකින් (රු. 10,000) සමන්විත අරමුදල පුරුම ගත විසින් භාරකරුවන් වෙත දෙමින් භාර දෙනු ලැබේ.

3. මෙම වගන්ති ක්‍රියාත්මක කළ යුතු ආකාරය සහ ක්‍රමය ද මෙහි දක්වා ඇති වගන්ති හෝ පහසුකම් කිසිවක් පිරිනැමීම හෝ ප්‍රදානය කිරීම පිළිබඳව ද නියම වීම් භාරකරුවන් විසින් පිහි සහ අනුරූ වගවත්වා සෑදිය යුතු ය.

4. භාර අරමුදලෙහි ආදායම ප්‍රමාණවත් නම්, භාරකරුවන් විසින් සුදුසු යයි සිතන සිත්ත ශිෂ්‍යත්ව ප්‍රමාණයක් පිරිනැමීම ද, එසේ සුදුසු යයි සිතන පහසුකම් සැලසීම ද කරනු ලැබිය හැකි අතර, එම ශිෂ්‍යත්ව සඳහා සහ පහසුකම් සඳහා, සිය අභිමතය පරිදි සුදුසු යයි ඔවුන් සලකන කාලසීමා නිගම කිරීම සහ මුදල් ලබාදීම, එම ශිෂ්‍යත්ව සඳහා සහ පහසුකම් සඳහා නම් නියම කිරීම ද කරනු ලැබිය හැකි ය.

5. කළු පත්‍රයක් මගින් ප්‍රදානය කළ යුතු අදාළ තරතු ලබන පුරුකම්පත්වල සහ පුද්ගලයන්ගේ සලකන පරිදි දුමට අත්කර ගැනීම සහ දැරීම සඳහා භාරකරුවන් විසින් භාර අරමුදල ආරෝපනය කරනු ලැබිය හැකි ය.

වසන් වාසි සැලසෙන පරිදි භාරකරුවන් විසින් භාර අරමුදලේ ආදායමෙන්, උපදානය කළමනාකරණය කළ යුතු ය.

භාර අරමුදලට දායක වන ලෙස එම පරිත්‍යාග, උපදානය, තැනි සහ සමාන ප්‍රවේශන් හා ලෙස භාරකරුවන් විසින් යම් මණ්ඩලයකට හෝ පුද්ගලයකුට හෝ සංවිධානයකට ආරාධනා කරනු ලැබිය හැකි ය.

8. මේ භාරය පවත්වා ගෙන යාමේ කාර්ය සඳහා, භාර දේපළ ඇපයක් ලෙස තබා මුදල් ණයට ලබා ගැනීමට බලය භාරකරුවන්ට තිබිය යුතු ය.

9. පුරවිභත ද, ඔහු ජීවත්ව සිටින තාක් කල්, මේ වගන්ති යටතේ භාරකරු වනු විය යුතු අතර, ඔහු මියගිය විට හෝ ඔහු විසින් පවරා දීමෙන් පසුව, ඔහු විසින් කළ හරිනු ලැබ ඇති පාවරුම්ලාන් හෝ උරුමකරු ඔහු වෙනුවට ආදේශ කරනු ලැබිය යුතු ය.

10. යම් භාරකරුවකු බාංකොලොන් ගාවයට පත් වුවහොත් හෝ වර්ත දූෂණය සම්බන්ධ වරදකට අධිකරණයක් මගින් වරදකරු කරනු ලැබුවහොත් හෝ ඉන්විට් වූවහොත් හෝ හය මාසයක් වූ අධිකරණ කාලයක් ශ්‍රී ලංකා ජනරජයෙන් ඔහුට සිටියහොත් හෝ ආර්ථික වශයෙන් අශක්තුවනවට පත් වුවහොත්, සුදුසු භාරකරුවන් විසින්, පුරවිභත භාරකරුවකුට සිටින තාක් කල් ඔහුගේ අරමුදල අත්හිට, ආදේශකයකු පත් කළ යුතු ය.

1981 අංක 66 දරන මහජනලේඛන උසස් අධ්‍යාපන
ක්‍රියාත්මක භාර අරමුදල පනත

11. පහත නම් සඳහන් වන්නේ භාරකරුවන්. මෙහි පහත ඔවුන්ගේ කිසිවකට
ඉදිරියෙන් දක්වා ඇති තනතුරු සහ/හෝ පදවිනාම දරන තාක් කල්, පෙර කී පරිදි
පවිදි කලින් අන්‍යාකාර තීරණයක් කරනු ලැබුවහොත් මිස, මේ වගන්ති යටතේ
භාරකරුවන් උපය ඉදිරියටත් ක්‍රියා කළ යුතු ය:—

- (අ) තෙවිල් වින්ඩර් මිහිඳුගම සමරකෝන් ; ඔහු ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික
සමාජවාදී ජනරජයේ අග්‍ර විනිශ්චයකාර තනතුර සහ/හෝ එම පදවි
නාමය දරන තාක් කල් ;
- (ආ) එරික් ජැක්සන් ද සිල්වා ; ඔහු උසස් අධ්‍යාපන අමාත්‍යාංශයේ ලේකම්
තනතුර සහ/හෝ එම පදවි නාමය දරන තාක් කල් ;
- (ඇ) පීට්‍රිකාන් ස්ටැන්ලි ක්‍රිස්ටෝපර් පෙරේරා කල්පයන් ; ඔහු විශ්වවිද්‍යාල
ප්‍රතිපාදන කොමිෂන් සභාවේ සභාපති තනතුර සහ/හෝ එම පදවි නාමය
දරන තාක් කල් ;
- (ඈ) විදානලායේ. ලක්ෂ්මන් ප්‍රසාද් ද මාල් ; ඔහු වෙළෙඳ හා නාවික කටයුතු
අමාත්‍යාංශයේ ප්‍රධානී තනතුර සහ/හෝ එම පදවි නාමය දරන තාක්
කල් ;

එම තනතුරු හා විසින් ඉහත සඳහන් තනතුර සහ/හෝ පදවි නාමය ඇමිම අවසන් වීම
වූ අවස්ථාවක, මේ වගන්තිය යටතේ ඔහු භාරකරුවකු ව සිටීම ද අවසන් වීම
යුතු ය.

12. පෙර කී පරිදි කලින් අන්‍යාකාර තීරණයක් කරනු ලැබුවහොත් මිස,
කම සඳහන් වන්නේ භාරකරුවන්. ඔවුන් ජීවත්ව සිටින තාක් කල්, මේ ප්‍රදාන
සත්‍ර යටතේ ඉදිරියටත් භාරකරුවන් විය යුතු අතර, ඔවුන් මියයා ගිය හෝ පවරා
වීමෙන් පසුව හෝ මේ වගන්ති යටතේ ඔවුන් භාරකරුවන්ව සිටිය අවසන් වීම
වූ අවස්ථාවක, මේ වගන්තිය යටතේ ඔවුන් භාරකරුවන්ව සිටිය අවසන් වීම
යුතු ය.

- අ/ක. එන්. ඩී. එම්. සමරකෝන්
- ආ/ක. ඩී. සිංහසුමනීසම්
- ඇ/ක. ඒල්. ඩී. ජේ. පී. කල්පයන්
- ඈ/ක. එරික් ජැක්සන් ද සිල්වා
- ඉ/ක. ලලිතා බණ්ඩාර, ඇතුලත් මුදල්
- ඊ/ක. බණ්ඩාර. ලක්ෂ්මන් පී. ද මාල්
- ඈ/ක. ජේසිමා ඉස්මෙල්

13. වගන්ති භාරකරුවන් හෝ ඔවුන්ගෙන් කිසිවකු හෝ මේ වගන්ති
භාරකරුවන් ව සිටීම හෝ භාරකරුවකු ව සිටීම අවසන් වූ අවස්ථාවක, ප්‍රධාන
විසින්, ඔහු ජීවත්ව සිටින තාක් කල්, එම භාරකරු වෙනුවට ආදේශකයකු පු
නල යුතු ය. භාරකරුවකු පත් කිරීමේ නම අයිතිය ප්‍රාදේශික විසින් අත්හිම කැර
පත්‍රයක් මගින් වෙනත් කෙනෙකුට පවරනු ලැබිය හැකි ය. එහෙත් එවැනි පැවරීම්
කරනු ලැබ නොමැති අවස්ථාවක, ආදේශක භාරකරුවකු පත් කිරීමේ අයිතිය ඉති
භාරකරුවන් විසින් ක්‍රියාත්මක කළ යුතු ය.

14. භාර දේපළ පාලනය කිරීමේ සහ කළමනාකරණය කිරීමේ කාර්යය භාරද
වන් අයු විය යුතු ය.

15. භාරකරුවන් අතර මහායෝදයක් පවතින අවස්ථාවක, භාරය පිළිබඳ
භාරකරුවන්ගේ ඔහුන් තීරණය අනුගමන සහ බලපෑම විය යුතු අතර, එ
ක්‍රියාත්මක කළ යුතු ය.

16. භාරයේ පරමාර්ථ නොපැවැත්වීම නිසා හෝ භාරය ක්‍රියාත්මක කිරීමට නොහැකි
වීම නිසා හෝ භාරයේ කටයුතු ව්‍යර්ථ වූ අවස්ථාවක, භාරයේ ඉතිරි මුදල් සමාන
පරමාර්ථ සඳහා යොදා ගැනීම සඳහා භාරකරුවන් විසින් නිසි බලය ඇති අධිකාරී
යක් වෙත ඉල්ලීමක් කළ යුතු ය.

කාර්යයක් වශයෙන් මෙහි සභිකයන්ගෙන් වරදකරුවන් වුවහොත් මිස, සාධාරණව සිදුවන සම්පූර්ණ සමීක්ෂණයෙන් පසුව කිසිදු විවේචනාත්මක වගකීමක් නොමැත.

මෙහි පොදු ප්‍රකාශන සාරාංශය වන බැවින්, ආර්යයන් දේපළ කිසිදු හේතුවක් නොමැතිව සාරාංශයෙන් අනුපාත්තියකින්ට හෝ පැවරුම්ලාභීන්ට හෝ සේවකයන්ගේ ආපසු ගිණුම් නොවිය යුතු ය.

උදාහරණයක් ලෙස කොටසක් හෝ ඉන් ලැබෙන ආදායම හෝ මෙහිදී ඇති ආදායම ආර්යයන්ගේ නොවන බවට කිසිදු කාර්යයක් හඳුනා දීමට පොදු ප්‍රකාශන සාරාංශය යොදා ගත යුතු ය.

අන්තර්ගතයෙන්, මෙහි සඳහන් පාර්ශ්වකරුවන් විසින් එක්දහස් නවසියයක් වූ (1981) පෙබරවාරි මස විසිතුන් වන දින මේ ලියවිල්ලට ද මේ සමගමින් ලියවිලි දෙකකට ද අත්සන් තබන ලදී.

දිවුල් අත්සන් තබන ලදී. මෙහි තැබූ තැනැත්තන් අප හොඳාන් නා බවත්, ඔවුන්ගේ නියම කිරීම සහ පදිංචි ස්ථාන දන්නා පිළි ප්‍රකාශ කර සිටීම.

අ/ක. එන්. ඩී. එම්. සමරකෝන්
 අ/ක. ඩී. සිවසුප්‍රමනියම්
 අ/ක. එස්. ඩී. එස්. පී. කල්පගේ
 අ/ක. එස්. ජයරත්න ද සිල්වා
 අ/ක. ලලිතා බණ්ඩාර, ඇතුළත් මුදල්
 අ/ක. බණ්ඩාර. ලක්ෂ්මීන් වී. ද මාල්
 අ/ක. ජේෂ්විකා ඉස්මිල්

අ/ක. එම්. එම්. පී. පෙරේරා,
 ප්‍රසිද්ධ නොකාරිස්.

- බ. පී. ආර්. ජයවර්ධන
- ඊ. ආර්. ප්‍රේමදාස.

සාක්ෂිකරුවන් වශයෙන් පිළිවෙලින් "පී. ආර්. ජයවර්ධන" සහ "ඊ. ආර්. ප්‍රේමදාස" යන අත්සන් තැබූ ගැටුණකින් පසුව "පී. ආර්. ජයවර්ධන සහ ආර්. ප්‍රේමදාස" යන අත්සන් තැබූ ගැටුණකින් පසුව (1) නෙල් ඩන්ට් මරහවත්ත සමරකෝන්, (2) ඩී. ඩී. ඩී. කල්පගේ" යන අත්සන් ද, (3) සිංහලෙන් අත්සන් තැබූ, (1) නෙල් ඩන්ට් මරහවත්ත සමරකෝන්, (2) ඩී. ඩී. කල්පගේ සිවසුප්‍රමනියම්, (3) ඩී. ඩී. කල්පගේ සිවසුප්‍රමනියම් ද, (4) එස්. ජයරත්න ද සිල්වා, සහ (5) ලලිතා බණ්ඩාර ඇතුළත් මුදල් යන මෙහි කම් සඳහන් අත්සන්කරුවන්ට ඉහත සඳහන් කාර්යය සඳහා පවරා ඇති බවට මා දන්නා සඳහා එකී සියලු අත්සන් කිරීම ද, එකී සාක්ෂිකරුවන් විසින් ද, එකී නොකාරිස් වන මා විසින් ද දී සහ එකී නොකාරිස් ඉදිරිපිට දී එක් දහස් නව සිය අසූ එකක් වූ (1981) මහ විසිතුන් වන දින (23) කොළඹ දී සියලු දෙනාම පැමිණ සිටි එකම දින, එකී සාධන පනතට අත්සන් තබන ලද බව මේ ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ප්‍රසිද්ධ නොකාරිස්, මල් මාරුවිලියේ හර්මන් පාලික් පෙරේරා විසින් සහතික කරමි.

ආන සඳහන් සාධන පනත කිසිදු පෙර කී පරිදි අත්සන් තැබීමට පෙර, සහ අනුපිටපත යන පිටපත් දෙකෙහි ම, 5 වන පිටුවේ 4 වන ඡේද "යන වචනයෙහි "වසි" අක්ෂරය ද, 26 වන ඡේදයෙහි "බස්" යන "ආර්" යන අක්ෂරය ද, 30 වන ඡේදයෙහි "සි" යන වචනය ද මත නැවත සඳහා ලියන ලද බව මම සහතික කර සාක්ෂි දරමි.

මේ සාධන පත්‍රයේ අනුපිටපත රුපියල් 10 ක් වටිනා මුද්දරයක් ද මුල් පිටපත
රුපියල් 1 ක් වටිනා මුද්දරයක් ද දරන බවත් එකී මුද්දර මා විසින් සැපයීමට
ලද බවත් මෙ අවසාන වශයෙන් සහතික කරමි.

මෙසේ සහතික කරන්නේ,

අ/ක. එම්. එම්. ඩී. පෙරේරා
ප්‍රසිද්ධ නොහැරීමේ

සහතික කළ දිනය
1981 පෙබරවාරි මස 23.

සාක්ෂිකරුවෝ--

අ/ක. ඩී. එන්. මද්දමසේ
අ/ක. කේ. බණ්ඩාර

අ/ක. බබලිම්. ලක්මණි මදුරු
අ/ක. ජයසිංහ ඉන්මිලේ

අ/ක. එම්. එම්. ඩී. පෙරේරා
ප්‍රසිද්ධ නොහැරීමේ.

ප්‍රසිද්ධියේ "ඩී. එන්. මද්දමසේ" සහ "කේ. බණ්ඩාර" සඳහා
සාක්ෂිකරුවන් ලෙස දන්සේ පවතින ලද පාදකයන්, මාදාලවැටි පොත්
මද්දමසේ සහ රාජගිරියේ, ඔප්පිස්සේ පුර අංක 73, කුසලානියේ බණ්ඩාර
ඉදිරිපිට දී මෙහි සඳහන් අත්සන් කරුවන් වන, නොපාලාදිලි ලෙස අත්සන් කර
ඇති (5) විද්‍යාලයන් ලක්මණි ප්‍රසාද් ද මැලි විසින් සහ "ජයසිංහ ඉන්මිලේ"
සඳහා අත්සන් කර ඇති (6) ජයසිංහ ඉන්මිලේ විසින් අත්සන් කර
පත්‍රය සඳහා පවතින අවස්ථාවන් වලදී, මා දන්සේ පවතින එකී සියලු අත්සන්
විසින්ද එකී සාක්ෂිකරුවන් විසින්ද එකී නොහැරීමේ වන මා විසින්
ඉදිරිපිට දී සහ එකී නොහැරීමේ ඉදිරිපිට දී එක් දහස් නව සහ අසූ එකක් මු
ස්සි මස මිසි නව (29) වන දින කොළඹ දී සියලු දෙනාම පැමිණ සිටි
අවස්ථාවේ දී එකී සාධන පත්‍රයට අත්සන් කරන ලද බව, ශ්‍රී ලංකා ප්‍රජාතන්ත්‍රවාදී
සමාජවාදී ජනරජයේ ප්‍රසිද්ධ නොහැරීමේ, මුල් පිටපතේ ගර්මන් පැමිණි පෙරේ
රා මහ මෙ විසින් සහතික කරමි.

මෙසේ සහතික කරන්නේ,

අ/ක. එම්. එම්. ඩී. පෙරේරා
ප්‍රසිද්ධ නොහැරීමේ

සහතික කළ දිනය: 1981 ජූනි මස 29 වන දින.

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD AT 11.00 A.M. ON FRIDAY THE 27TH MARCH 1998
AT THE CHAMBER OF THE HON. CHIEF JUSTICE

Present :

Hon. G.P.S. De Silva Chief Justice	-	Chairman
Hon. Kingsley T. Wickremaratne Minister of Internal & International Commerce & Food	-	Member
Mr. T.P.G.N.Leelaratne Secretary, Ministry of Internal & International Commerce & Food	-	Member
Mr. A.A.De Silva Secretary, Ministry of Education & Higher Education	-	Member
Mr. Kalinga N. Indatissa Attorney-at-Law	-	Member
Dr. B.J.Masakorala Consultant Surgeon	-	Member

01. Confirmation of minutes

The minutes of the meeting of Board of Trustees held on 07.02.1997 were confirmed.

02. Matters arising out of the minutes

Registration of Mahapola Graduate Foundation with Registrar of Companies :

Mr. Kalinga N. Indatissa observed that Mahapola Graduate Foundation is carrying out its operations using the name "Mahapola" but has still failed to acquire legal status by registering itself with the Registrar of Companies. He proposed that the Secretary, Ministry of Internal & International Commerce and Food examine the matters in regard to its current status and conduct of its affairs i.e. holding of annual General Meetings, election of office bearers, management of funds and whether its financial disbursements are within the objectives of the Mahapola Trust Fund. The Secretary of the Trust Fund will take action to facilitate the registration process of the Mahapola Graduate Foundation if he found that the Graduate Foundation satisfies the above requirements.

The Board of Trustees approved this proposal.

03. Budget 1998

The revised Budget for 1997 and the Budget for 1998 of the Mahapola Higher Education Scholarship Trust Fund submitted along with Board paper No.1 was considered and approved by the Board of Trustees. The Board of Trustees took note of the declining trend in the income on investments due to decline in interest rates in the Capital market.

04. Auditor General's report on Annual Accounts of the Trust Fund for 1995

The Auditor General's report on Annual Accounts of the Mahapola Higher Education Scholarship Trust Fund for the year 1995 and comments of the Secretary to the Trust Fund thereon (Board paper No.2) were noted by the Board of Trustees. Hon. Kingsely T. Wickremaratne, Minister of Internal & International Commerce and Food observed that final accounts relating to immediate past years (1996 & 1997), even though they have not been passed through the process of examination by the Auditor General, should be tabled in future. The Secretary of the Trust Fund undertook to do this in future.

05. Proposed Building Complex at Attidiya Mahapola Premises

The Board of Trustees considered the Board paper No.3 and noted that, even though a decision had been taken in 1990 to construct an administrative block, a library and an auditorium, on the Attidiya land, construction work has not been initiated so far.

The Hon. Kingsely T. Wickremaratne, Minister of Internal & International Commerce and Food explained the need for an Institute of International Trade and Commercial Diplomacy to impart higher commercial skills, specially on commercial negotiations, at international level both for the public and private sector and suggested that the scope of the project be expanded accordingly and construction plans amended to include facilities for the proposed institute.

The Board of Trustees accepted this proposal and approval was given for the building project in principle to go ahead in stages. Secretary of the Board of Trustees was instructed to prepare the amended project plan and the amended building plans along with the cost estimates and forward to the Board of Trustees.

06. Institute for Information Technology

Board paper No.4 on Institute for Information Technology and the attached "Position Paper" on this subject was considered by the Board of Trustees.

The Hon. Kingsely T. Wickremaratne, Minister of Internal & International Commerce and Food stressed the need for an Institute for Information Technology for Sri Lanka and stated if Sri Lanka did not enter in to the field of development of "IT" knowledge now, Sri Lanka will get marginalised in the context of expanding globalisation and will be adversely affected in its current development efforts.

Mr. Kalinga N. Indatissa stated that with the increase of computer use in corporate sector, computer crimes are also rapidly increasing. Therefore, there is an increasing need for a body which could carry out intensive studies on this field and recommend controlling measures to the existing legal system to restrain and control computer crimes. He requested that a section on the study of computer crimes also be included in the curriculum of the proposed IT institute.

The Board of Trustees approved in principle the setting up of a university level institute for Information Technology at Mahapola land at Malabe. Secretary to the Fund stated that after modeling the project, specific plans will be submitted to the Board of Trustees soon, with preliminary cost estimates. It was also agreed that the project should be financed on a phased out programme to ensure that the current scheme of scholarship awards is unaffected.

07. Staff Matters

The Board of Trustees considered the Board paper No. 5 and approval was granted for the following :

- a. for revision of salaries of the staff under Mahapola Trust Fund in terms of P.A. Circular No. 2/97 with effect from 01.01.1997,
- b. to pay an allowance of Rs. 3750/- per month to the Chief Accountant and Senior Accountant of the Ministry who perform duties as ^{Treasurer} ~~Director (Finance)~~ and Deputy Director (Finance) respectively under the Trust Fund on part time basis effective from 01.01.1997,
W. P. A.
- c. to delegate authority to the Secretary of the Trust Fund to authorise an allowance for the Staff Grade Officers working on Public Holidays and week ends subject to a maximum of 5 days per month for working 8 hours a day depending on the necessity of such work,
- d. to continue payment of monthly attendance allowance of Rs.750/- per month on the same line adopted in the previous years,
- e. to provide transport facility from residence to office to Deputy Director.

08. Confirmation in Service - 2 Accounts Assistants - Grade II

Board paper No.6 was considered by the Board of Trustees. Approval was given to confirm the following two officers in their service under the Mahapola Trust Fund in terms of letters of appointment issued to them from 01.03.1995. Secretary to the Trust Fund stated that these officers have completed the first Efficiency Bar, which is a requirement for confirmation.

Miss. Samanthika Malmali Rajapakshe - Acct. Assistant Gr.II
Miss. R.G.Jayanthi Rajapakshe - Acct. Assistant Gr.II

09. Purchase of Office Equipment

Board paper No.7 was considered and the covering approval was granted by the Board of Trustees for the following two purchases :

	<u>Date of Purchase</u>	<u>Equipment</u>	<u>Price</u>
01.	10.06.1997	Postal Franking Machine	Rs. 70,500/-
02.	31.12.1997	Laminating Machine Photonex 325 LSJ	Rs. 40,375/-

10. Problems faced by the Mahapola Trust Fund

Board paper No.8 was considered. Mr. Kalinga N. Indatissa mentioned that as far as he could recall "Mahapola" trade name is presently registered under the name of Mrs. Athulathmudali. This matter needs to be checked further. It was decided to pursue action to bring about amendments to Act No.66 of 1981 - "Mahapola Higher Education Scholarship Trust Fund" with the assistance of Legal Draftsman to,

- a. retain sole right over the use of name "Mahapola" exclusively to the Trust Fund,
- b. introduce systems to control the use of name "Mahapola" by other agencies,
- c. provide legal basis for temporary release of Govt. Officers to work under the Trust Fund,

11. Assistance to conduct English classes by The Athulathmudali Foundation

Board paper No.9 was considered. It was decided to request the Lalith Athulathmudali Foundation to organise the proposed English classes under the guidance of the Director of Education in the area. A scheme should be drawn up by the Foundation in consultation with the Ministry of Education & Higher Education for the purpose. Financial assistance could be channeled through the Director of Education for those classes which would be carried out under the above scheme.

12. Mahapola Scholarships for Bhikku students in Buddhist and Pali University

Board paper No.10 was considered and it was decided by the Board of Trustees to grant scholarships to 20% of the student intake of any year, selected by the Ven Vice Chancellor, subject to scholarship conditions under the approved procedure.

13. Mahapola Scholarships for Bhikku students of Buddashravaka Bhikku University at Anuradhapura

Board paper No.11 was considered and the Board of Trustees decided to grant Mahapola Scholarships to 20% of the students intake of any year, selected by the Ven Vice Chancellor subject to scholarships conditions under the approved procedure.

14. Mahapola Scholarships for the Academic year 1997/98

Board paper No.12 was considered. The Board of Trustees noted the possible changes in income in the ensuing years due to declining interest rates in the capital market and it was decided to fix the number of scholarships for year 1997/98 at 5600, an increase of 100 scholarships over the previous year.

La. L. L. L.
8-4-98

G. P. A. de Silva
20/5/99

පනසිතනයි

13-7-1998

පිටපත්: ජනාධි/ලේ.

අග්‍රා/ලේ.

මු.හා.ක්‍රම.සම්/ලේ.

මුලිගේ අංකය:අමප/ 98/995/11/052

සිතේ අංකය:

1998 ජූලි මස 08 දින.


කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදීය.

අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර අමාත්‍යාංශයේ ලේකම්.
අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යාංශයේ ලේකම්.

තොරතුරු තාක්ෂණය පිළිබඳ ආයතනයක් පිහිටුවීම

(ගරු අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර ඇමතිතුමා සහ අධ්‍යාපන හා උසස් අධ්‍යාපන ඇමතිතුමා ඉදිරිපත් කළ ඒකාබද්ධ සංදේශය)

1998 ජූලි මස 01 වන දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹි තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමග එවා ඇත.


බී.එන්. ජිනසේන,
අතිරේක ලේකම්.

අ.කලේ/ ඩී. විජේසිංහ,
අමාත්‍ය මණ්ඩලයේ ලේකම්.

ඉන් අනතුරුව, අදාළ අමාත්‍යවරුන් විසින් ඉදිරිපත් කරන ලද පහත සඳහන් අමාත්‍ය මණ්ඩල පත්‍රිකා, ඊට සම්බන්ධ අමාත්‍යවරුන්ගේ නිරීක්ෂණ ඇත්නම් ඒ සමඟ සලකාබලා, ඒවායේ කර ඇති නිර්දේශ/යෝජනා සම්බන්ධයෙන්, ඒ එක් එක් විෂයය ඉදිරියෙන් දක්වා ඇති තීරණ ගන්නා ලදී.

(ඊ) පරිපූරක ත්‍යාග පත්‍රයේ විෂයයන්:

- 52. අමාත්‍ය මණ්ඩල පත්‍රිකා 98/995/11/052 වූ, "තොරතුරු තාක්ෂණය පිළිබඳ ආයතනයක් පිහිටුවීම" යන මැයෙන් අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා ආහාර ඇමතිතුමා සහ අධ්‍යාපන හා උසස් අධ්‍යාපන ඇමතිතුමා ඉදිරිපත් කළ ඒකාබද්ධ සංදේශය - සංදේශයේ අඩංගු යෝජනාව ප්‍රතිපත්තිමය වශයෙන් අනුමත කරන ලදී. තවද, මෙකී ව්‍යාපෘතිය ක්‍රියාත්මක කිරීමේදී, මේ සම්බන්ධයෙන් මුදල් හා ක්‍රම සම්පාදන ඇමතිතුමා විසින් කර ඇති නිරීක්ෂණ කෙරෙහි අවධානය යොමු කළයුතු බවටද එකඟවන ලදී. මෙකී නිරීක්ෂණවල දක්වා ඇති ආකාරයට සවිස්තර පත්‍රිකාවක් සකස් කොට ඒ පිළිබඳව ඇගයීම සඳහා ජාතික සැලසුම් දෙපාර්තමේන්තුවට ඉදිරිපත් කළ යුතුය.

ක්‍රීඩා කලසුතු අමාත්‍යාංශ: අභ්‍යන්තර හා අන්තර්ජාතික වාණිජ කටයුතු හා
ආහාර අමාත්‍යාංශය
අධ්‍යාපන හා රුසස් අධ්‍යාපන අමාත්‍යාංශය

පිටපත: මුදල් හා ක්‍රම සම්පාදන අමාත්‍යාංශය

The Cabinet of Ministers, thereafter, considered the following Cabinet Papers submitted by the respective Ministers, along with the observations of concerned Ministers, wherever available, and the decisions indicated against each item were taken in respect of the recommendations/proposals made in them:

F. Supplementary Agenda Items:

- 52. Cabinet Paper 98/995/11/052, a Memorandum by the Minister of Internal & International Commerce and Food and Minister of Education and Higher Education on "Establishment of an Institute of Information Technology" - proposal in the Memorandum was approved in principle. It was also agreed that attention should be paid to the observations made by the Minister of Finance and Planning, in the implementation of this project. A comprehensive document as indicated in these observations should also be prepared and submitted to the Department of National Planning for appraisal.

Action by: My/Internal & International Commerce and Food
My/Education and Higher Education

Copied to: My/Finance and Planning

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21

JOINT CABINET MEMORANDUM

BY

MINISTER OF INTERNAL & INTERNATIONAL COMMERCE & FOOD

MINISTER OF EDUCATION & HIGHER EDUCATION

ESTABLISHMENT OF AN INSTITUTE OF INFORMATION TECHNOLOGY

22 APRIL, 1998

Background

The establishment of an Institute of Information Technology to train large numbers of IT personnel is a priority need of this country at this particular juncture of its development in terms of attracting investors, producing IT personnel for the fast growing software industry and development of IT infrastructure of the country.

02. Though there are several institutions in Sri Lanka that offer IT related courses, these courses mainly concentrate on systems analysis and design and programming. Areas such as data communications and computer networking, digital electronics and VLSI design, robotics, computer architecture, artificial intelligence and image processing and computer vision are not covered in most of these courses. Other areas that are not covered in most of the current programmes are systems administration/systems engineering, network management, Web-based application development, UNIX programming and JAVA programming. Some of these areas are covered in the Computer Science and Engineering degree course at the University of Moratuwa, but the number of graduates produced is far less than the number required and has been a major bottleneck in the development of IT and IT related industry in this country. Also, there is a large number of IT jobs available at other levels that do not require graduates. Therefore, it is necessary to train/retrain large numbers of personnel to cater for this market.

03. There have been several discussions on setting up consultancy centres, industry liaison programmes, but to date without success. Therefore, it is necessary to set up an R & D facility to work closely with the industry so that academics and students learn from their experience while the industry is benefited from the institute's expertise.

04. In the recent past we had meetings and discussions with a large number of companies from countries including Britain, Sweden and Netherlands for work including software development, networking, EDI/electronic commerce and real-time control system design. These companies have such work, which they would like to subcontract to Sri Lanka. Unfortunately, Sri Lankan IT companies have so far not been able to harness the full potential of this work. It is important that we should act now as there is a mass of IT related work due to the year 2000 problem or the millennium bug.

It is also very vital to note that there is concerns world over to redefine literacy to include computer literacy. In such an event, Sri Lanka's literacy rate could fall well below the present rate. This institute will play a major role in transferring Sri Lanka in to a new Information Technology era.

15. Resources

A meeting was held in my Ministry recently with the Secretary Ministry of Education and Higher Education, University Grants Commission, Chairman, Vice Chancellor of the Moratuwa University and the Advisor on Social Infrastructure Presidential Secretariat at which the feasibility of setting up an Institute of Information Technology was discussed at length.

It was the unanimous view of the participants of this meeting that if the necessary resources are available that we should initiate action on this proposal without further delay in view of its importance for the development of this country.

The Board of Director of the Mahapola Trust Fund operating under the purview of the Ministry of Internal & International Commerce and Food at its recent Board Meeting has agreed with the concept of IIT which is consistent with the Mahapola Higher Education Trust Fund Act No. 66 of 1981 and agreed to allocate funds for setting up this Institute from its resources.

Further, the Board of Trustees of the Mahapola Trust Fund also agreed to allocate 25 acres of land belonging to the Trust situated at Malabe in the Colombo district for the purpose of setting up this educational institute by the Mahapola Trust Fund.

06. Objective

With the above issues in mind our objectives are

1. To conduct courses in Computer Science and Engineering leading to Masters degrees, Diplomas and Certificates. In particular, the following courses are initially proposed.

- * Master of Science in Computer Science and Engineering
- * Postgraduate Diploma in Computer Science and Engineering
- * Master of Science in Information Technology - conversion course
- * Associate Diploma in Information Technology
- * Associate Diploma in Information Technology Marketing
- * Certificate Level Short Courses

2. To provide high-tech infrastructure facilities for well known IT companies to set up their local offices. Companies such as IBM, Motorola, Hewlett Packard, SUN will be invited to set up their Research and Development (R & D) labs. Microsoft has

already agreed to set up an Advanced Technology Lab. These companies will not only be able to use our state of the art facilities including modern networking infrastructure with satellite links but also will have access to a rich pool of IT expertise and well trained students to carry out the research.

3. To train high quality IT specialists for the ever increasing IT job market locally as well as internationally. It was very evident, during EXPO '97, that there is a big demand for IT specialists in Sri Lanka. A large number of potential IT investors were not attracted to invest in Sri Lanka due to the non-availability of adequate numbers of quality IT personnel. A recent Asian Development Bank study shows that it is necessary for Sri Lanka to immediately increase the student numbers specializing in IT a least four times. This institute will train a large number of IT personnel from those who have passed their GCE Advanced Level and graduates of other relevant disciplines who presently face unemployment.

4. To set up a Software development Centre to undertake software development work for local and international organisations.

07. Organisational Structure

This will be a collaborative effort of the Ministries of Education and Higher Education and Internal & International Commerce and Food and it will be under the University of Moratuwa Sri Lanka. The Management structure of the Institution would be similar to that of the Post-graduate Institute of Management (PIM) under the Sri Jayawardenapura University. The highest authority of the institution would be the Governing Board which will comprise representatives from the above mentioned Ministries and those from the University of Moratuwa and the Mahapola Trust Fund.

08. Setting Up

Building designs including functional and architectural aspects, landscaping and other infrastructure must be carried out by a professional team. The University of Moratuwa will be given the responsibility of forming a suitable team for these activities. This team will have to study similar facilities abroad and hire suitable personnel in formulating designs. The University of Moratuwa will appoint a project team to be in charge of this project and funds required for the initial work will have to be provided.

09. Three Year Plan

A Three Year Plan for the establishment and operation of this Institute of Information Technology is given in Annexe I for the information of the Cabinet.

10. Therefore, the approval of the Cabinet is sought for the following :-

- i) to establish an Institute of Information Technology using 25 acres of land belonging to Mahapola Trust Fund at Malabe in the Colombo district ;
- ii) this project to be funded by the Mahapola Trust Fund up to a maximum of Rs. 500 Million in stages with the concurrence of the Board of Trustees of the Mahapola Trust Fund, in a manner so as not to affect the ongoing Mahapola Scholarship Award Scheme.
- iii) To direct the Director General, External Resources to explore possibilities of obtaining foreign funding through donor agencies to equip this Institute with necessary equipment, fittings & other infrastructure facilities ;

- (iv) the project to be a collaborative effort of the Ministries of Education & Higher Education and Internal & International Commerce & Food ;
- v) the proposed Institute of Information Technology to operate under the authority of University of Moratuwa, Sri Lanka with an independent governing board comprising of the representatives from the Ministries mentioned above and from the University of Moratuwa, University Grants Commission and the Mahapola Trust Fund;

RICHARD PATHIRANA
MINISTER OF EDUCATION
& HIGHER EDUCATION.

KINGSLEY T. WICKRAMARATNE
MINISTER OF INTERNAL &
INTERNATIONAL COMMERCE & FOOD

(16) 25

தொலைபேசி / Telephone
அமைச்சர் } 698428
Minister
கி. யோசனி } 695738
Secretary
க. செ. யோசனி } 693304
S. v. Secretary
க. யோசனி } 696211-3
Secretary
க. யோசனி } 695279
691044



රාජ්‍ය පරිපාලන, ස්වදේශ කටයුතු හා
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பொது நிர்வாக, உள்ளாட்டலுவலகம்,
பெருந்தோட்டக் கைத்தொழில் அமைச்சு
MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS
AND PLANTATION INDUSTRIES

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உமது இல. }
Your No. }

හිදුනස් විතුරපුය, කොළඹ 7.
சதந்திர சதுக்கம், கொழும்பு 7.
Independence Square, Colombo 7.

දිනය }
திகதி } 1998.07. 24
Date }

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අමාත්‍ය මණ්ඩල සංදේශය

රාජ්‍ය පරිපාලන, ස්වදේශ කටයුතු හා
වැවිලි කර්මාන්ත ඇමතිතුමාගේ නිර්දේශ:-

- අමාත්‍යාංශය :- අධ්‍යාපන හා උසස් අධ්‍යාපන සහ දේශීය විදේශීය වෙළඳ හා ආහාර
- විෂය :- තොරතුරු තාක්ෂණය සඳහා ආයතනයක් පිහිටුවීම
- දිනය :- 1998.06.08
- නිර්දේශ :- මෙම කරුණු අදාලව අංක එන්පී/එච්ආර්ඩී/එච්/05 හා 1998.06.06. ලිපියෙන් ඉදිරිපත් කළ මුදල් හා ක්‍රමසම්පාදන ගරු ඇමතිතුමාගේ විධිමත් හා එකඟ වෙමි.

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සී. ඩී. ජයවර්ධන වික්‍රමනායක

(රත්නසිරි වික්‍රමනායක)
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 அமைச்சர் }
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 Priv. Secretary }
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 பொது நிர்வாக, உள்நாட்டலுவல்கள்,
 பெருநீர்தோட்டக் கைத்தொழில் அமைச்சு
 MINISTRY OF PUBLIC ADMINISTRATION, HOME AFFAIRS
 AND PLANTATION INDUSTRIES

මගේ අංකය }
 எனது இல } E/V111/3/543/H.E.
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 சுதந்திர சதுக்கம், கொழும்பு 7.
 Independence Square, Colombo 7.

දිනය } 24th July, 1998.
 திகதி }
 Date }

Confidential

Cabinet Memorandum

Observations of the Minister of Public Administration,
 Home Affairs and Plantation Industries

Ministries :- Education and Higher Education, Internal and International,
~~Ministry~~ Commerce and Food.

Title :- Establishment of an Institute of Information
 Technology.

Date :- 08th June, 1998.

Observations :- I am in agreement with the observations of the Hon. Minister
 of Finance and Planning conveyed by the letter No. NP/HRD/ED/05 of
 06.1998 regarding this subject.

324/ RATNASIRI WICKRAMANAYAKA
 (Ratnasiri Wickramanayake)
 Minister of Public Administration, Home Affairs
 and Plantation Industries

mpw/-

AH. Ma. Jayasingha SA.

PAF: OH. 0303972

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MINUTES OF THE MEETING HELD ON 28 JANUARY, 1999 UNDER THE CHAIRMANSHIP OF HON. KINGSLEY T. WICKRAMARATNE, MINISTER OF INTERNAL & INTERNATIONAL COMMERCE & FOOD ON THE ESTABLISHMENT OF PROPOSED INSTITUTE OF INFORMATION TECHNOLOGY AT MALABA.

Present.

- | | |
|--------------------------|---|
| Mr. Anton Alfred | : Secretary/Ministry of I & I C & F |
| Mrs. R.S. Athukorala | : Addl. Secretary/ -do- |
| Mr. T.P.G.N. Leelarathne | : Consultant/ -do- |
| Mr. M. Susiriwardena | : Addl. Director General/National Planning Dept. |
| Prof. San Karunaratne | : Vice Chancellor/University of Moratuwa |
| Prof. L.A. Ratnayake | : Head, Faculty of Engineering/ -do- |
| Mr. R.A. Gopnathilake | : Chairman/SLEDB |
| Mr. Vincent Pandita | : Senior Advisor, BOI. |
| Mr. D.K. Hettiarachchi | : Registrar of Companies. |
| Mr. G.L.F. Hewawasam | : Director General - EDB |
| Dr. Lalith Senaga | : Director/Computer Services, University of Moratuwa. |
| Mr. B.S. Sama | : Director/E, Ministry of Education & Higher Education. |
| Mr. D.P. Athulathmudali | : Senior Asst. Secretary, UGC |
| Mr. Ranjith Thenuwara | : Deputy Director/Mahapola Trust Fund |
| Mr. Janaka Sugathadasa | : Actg. Director, Ministry of I & I C & F. |

01. Hon. Minister of Internal & International Commerce & Food welcomed those present and explained the purpose of the meeting. He said that the joint proposal by the Ministries of Internal & International Commerce & Food and Education & Higher Education to establish the Institute of Information Technology at Malaba has received Cabinet approval. At a recent meeting held with the Hon. Minister of Education and Higher Education, it was decided to go ahead with the establishment of the proposed Institute pending the finalization of construction of buildings at the Malaba site, added Hon. Minister. As a sum of Rs. 95 Mn. has been allocated by the General Treasury in the 1999 Budget, in addition to the Rs. 300 Mn. to be allocated by the Mahapola Trust Fund for the project, the Hon. Minister stated that the training courses envisaged under the Institute could now be started at a suitable location.

02. Prof. San Karunaratne, Vice Chancellor of the Moratuwa University pointed out that it would be extremely necessary to have necessary legal infrastructure in place before proceeding with the project. He stated that although a suitable building has already been identified to house the proposed Institute in the interim period, the legal basis on which the Institute is to carry out its activities has to be finalised.

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- 03. Mr. Panlita, Senior Advisor of EOI who also emphasized the importance of having legal base for the Institute said that the EOI would assist in the Coordination and implementation of the project. He said that EOI could accodate a Consultant to be in charge of the project at Malabe. He also said that it is possible to declare Malabe area as a "Licensed Zone" uner EOI Act.
- 04. Mr. D.K. Hettiarachchi Registrar of Companies suggested that, formation of a Guarantee Company under the section 21 of the Companies Act would provide necessary legal basis for the Institute during the interim period.
- 05. The following decisions were taken at the meeting.
 - (a). Mr. Susiriwardena, Addl. Director General, National Planning Dept. would ensure the expiditious evaluation of the project proposal by the Dept. of National Planning. The Ministry of Internal & International Commerce & Food would submit an advance copy of the project proposal to the DG/NPD.
 - (b). Until the proposed Institute is established by an Act of Parliament, as an interim arrangement, a Guarantee Company will be formed under the Companies Act to go ahead with the project. The EOI will co-operate with the Moratuwa University in drafting Articles of Association, Memorandum of Understanding of the proposed Company.
 - (c). After the interim period, the Moratuwa University will take over the Institute and it would be known as the Institute of Information Technology, University of Moratuwa. Provision will be made in the Articles of the Company to enable the transfer of its assets & liabilities to the Moratuwa University in the future.
 - (d). The Vice Chancellor of Moratuwa University would take action to publish a News Paper Advertisement to find a suitable building to house the proposed Institute until the proposed buildings at Malabe are completed.
 - (e). The rent of the building and other capital and recurrent expenditure of the Company will be met out of the Rs. 95 Mn. allocated for the project in the 1999 Budget. Cabinet approval will be obtained for this purpose.
 - (f). A joint Cabinet memorandum will be submitted by the Ministries of Internal & International Commerce & Food and Education & Higher Education on the course of action proposed above.
 - (g). The necessary material for the preparation of the Cabinet memorandum covering establishment of the Guarantee Company, appointment of staff, roles of EOI, UCC and the Moratuwa University, and the Registrar of Companies will be submitted by the respective agencies.

Go thru

Minutes of the
Mahapola Board of Trustees

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iv. Accordingly the Vice-Chancellor of Moratuwa University has prepared and submitted a set of proposals on the establishment of the IIT as directed by the Cabinet to the University Grants Commission for submission to the Department of National Planning through the Ministry of Education and Higher Education.

v. Until the formal procedure in respect of the formulation of the project is completed, a Guaranteed Limited Company has been formed as an interim arrangement as decided upon at the meeting held on 28.01.1999. The Board of the Guaranteed Company will comprise members from the University of Moratuwa, the Ministry of Internal & International Commerce and Food and the Board of Investment. Members from University Grants Commission and the Ministry of Education and Higher Education will also be appointed after the receipt of nomination. Copies of the Memorandum of Association and Articles of Association of the "Sri Lanka Institute of Information Technology (Guarantee) Limited" (SLIIT) are attached.

vi. This Company is expected to commence the activities of the Institute on leased premises and also to initiate the designing and construction of the building at the Malabe site until the Ministry of Education formally takes over the responsibilities for the management of the Institute.

03. The proposal submitted by the University of Moratuwa for the above purpose is submitted herewith.

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**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD AT 8.45 A.M. ON FRIDAY THE 21ST MAY 1999
AT THE CHAMBERS OF THE HON.CHIEF JUSTICE**

Present:-

Hon. G.P.S.De Silva Chief Justice	-	Chairman
Hon.Kingsley T. Wickremaratne Minister of Internal & International Commerce and Food	-	Member
Mr.Anton Alfred Secretary, Ministry of Internal & International Commerce and Food	-	Member
Mr.A.A.De Silva Secretary, Ministry of Education and Higher Education	-	Member
Dr.B.J.Masakorala Consultant Surgeon	-	Member

Not present :-

Mr.Kalinga N. Indatissa Attorney-at-Law	-	Member
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01. Confirmation of Minutes

The Minutes of the meeting of Board of Trustees held on 27.03.1998 were confirmed. The word "Director (Finance)" appearing under section 07.b. in page 3 of the minutes of the meeting on 27.03.1998, should be amended to read as "Treasurer."

02. Matters arising out of the minutes

a. Registration of Mahapola Graduate Foundation with the Registrar of Companies

The Secretary, Ministry of Internal & International Commerce and Food stated that the Mahapola Graduate Foundation had made a request to use the Mahapola Name for the purpose of registering their Foundation with the Registrar of Companies. A decision on this matter was not taken in view of the fact that the introduction of amendments to the Mahapola Trust Fund Act was pending.

b. Proposed Building Complex at Attidiya Premises

The Secretary, Ministry of Internal & International Commerce and Food stated that the Director of Commerce who was requested to submit a comprehensive project report for the establishment of the proposed Institute of Commercial Diplomacy, had not yet submitted the project report. The Hon. Kingsley T. Wickremaratne, Minister of Internal & International Commerce and Food stressed the need for setting up of this Institute without delay and instructed the Secretary to take early action to assign the job someone, if the Director of Commerce was unable to submit his report.

03. Budget for 1999

The Budget of the Mahapola Higher Education Trust Fund for the year 1999 which was submitted along with Board Paper No.01 was approved by the Board of Trustees.

04. Report of the Auditor General on the accounts of the Mahapola Higher Education Trust Fund for the year ending 31.12.1996

The Auditor General's report on the Annual Accounts of the Mahapola Trust Fund for the year 1996 and the comments of the Secretary to the Trust Fund, thereon, which was submitted as Board Paper 02 were noted by the Board of Trustees. The Board noted that the Auditor General's report on the accounts for subsequent years had not been issued so far.

05. Income and Expenditure Statement for 1998

The Income & Expenditure statement of 1998, the Balance Sheet as at 31.12.98 (Unaudited) and the financial information submitted vide Board Paper 03 were noted by the Board of Trustees.

06. Mahapola Scholarships for the academic year 1998/99

Board Paper No.04 on the award of Mahapola Scholarships for the academic year 1998/99 was considered by the Board of Trustees and the Board requested the Hon. Minister of Internal & International Commerce and Food to decide on the number of scholarships to be awarded during the year 1998/99.

07. Assistance to conduct English Classes by the Lalith Athulathmudali Foundation

The Board of Trustees noted the circular letter issued by the Secretary, Ministry of Education and Higher Education formulating a scheme for providing financial assistance for conducting English classes in remote areas by the Lalith Athulathmudali Foundation and instructed that follow up action should be taken to give financial assistance for the classes recommended by the Directors of Education in the area.(Board Paper No.05)

08. Institute of Information Technology

Board Paper No.06 on the establishment of the Institution of Information Technology was considered, by the Board of Trustees. The Board of Trustees noted that the assistance by the Trust Fund in setting up of this Institution was within the objectives shown under section 5(d) of the Act.

Dr.Lalith Gamage who represented the Vice-Chancellor of the Moratuwa University, explained in detail the proposals submitted by the University of Moratuwa on the establishment of the Institute. He informed the Board of Trustees that the Director General of the National Budget had consented to release the required funds to meet recurrent expenditure of the Institute for the rest of the period 1999 and to provide grants in the annual Budgets. He tabled letter No.BD/356/86/297(K) Dated 18.05.1999 issued by the Director General National Budget to support this. Dr. Gamage explained that it was hoped to commence the educational activities of the Institute in leased premises until the construction of the permanent buildings were completed. He wanted an advance to be released from the Mahapola Trust Fund for the immediate expenses of the Institution until Treasury funds were released.

The Board of Trustees approved the following course of action :

- i. To utilize the land at Malabe belonging to the Mahapola Trust Fund, which had already been allocated for the construction of the Institute of Information Technology, for this purpose.

establishment
the IIT

H.P.A.
21/5/99

- ii. To Allocate a sum of Rs.500 million in instalments to the IIT to meet capital expenses in connection with ~~construction of buildings~~ on the land at Malabe after evaluating and monitoring the progress of the work. Allocation of funds should be done without any disturbance to the accumulated capital of the Fund as done at present in regard to disbursement of scholarship commitments.
- iii. Grant a recoverable advance to meet the immediate recurrent expenses of the IIT, until the funds were released by the Government for 1999. This advance should be recovered when the Treasury assistance for recurrent expenses were released to the Institute from the Ministry of Education.
- iv. 30% of the IIT students, who need financial assistance could be helped from fee levying income from earnings of the Institute of Technology.

09. Mahapola Scholarships for children of Services Personnel

Board Paper No.07, extending the assistance under Mahapola Scholarship Scheme to the children of services personnel was considered by the Board of Trustees. The Board requested the Secretary, Ministry of Internal & International Commerce and Food to study and report whether this proposal could be implemented without disturbing the merit scheme and within the present frame work of awarding scholarships. A decision on this proposal was deferred until submission of a detailed study.

10. Appointment of a member of the Board of Trustees

The Board noted the contents of paper No.08.

11. Maintenance and security expenses of the Property at Malabe

The Board noted the contents of paper No.09.

12. Improvement to the Computer Facility

Board Paper No.10 was considered by the Board of Trustees and approval was granted to purchase the items mentioned in the paper which were required to improve the present computer facility. Accepted Government Tender procedures should be followed in connection with the above purchases.

21/5/99 . *H.P.A. de Silva*
2/9/99

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இலங்கை சனநாயக சோசலிச சூடியரசு
DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

TRUE COPY

Shelton

S. R. SHELTON PERERA
Secretary

19/3/2004

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No. of Company } N(FBG)

1982 අංක 17 දරන සමාගම් පනත
1982 ஆம் ஆண்டின் 17 ஆம் இலக்க கොம்பனிச் சட்டம்
The Companies Act No. 17 of 1982

සීමාසහිත සමාගම
கனரவுள கොம்பனி
LIMITED COMPANY

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இணைப்புச் சான்றிதழ்
CERTIFICATE OF INCORPORATION

(15 (1) වැනි වගන්තිය දැනුවත්)
(15 (1) ஆம் பிரிவுக்கிணங்க)
(Pursuant to Section 15(1))

පිබිඳීමේදී ශ්‍රී ලංකා ඉන්ෆෝමේෂන් ටෙක්නොලොජි (ගරන්ටී) ලිමිට්ඩ්

1982 අංක 17 දරන සමාගම් පනත පවත්වා දැනුණු සංස්ථාවක් ලෙස නීතිගත කළ බවත්, ඒ සමාගම් පිණිස සමාගම් පනතේ රෙගුලාසි සහතික කරමි.

1982 ஆம் ஆண்டின் 17 ஆம் இலக்க கොம்பனிச் சட்டத்தின்படி இனது இணைப்புச்சான்றிதழை என்றும் அக்கனாமுடன் கனரவுளது என்றும் இத்தால் சான்றளிக்கின்றேன்.

I Hereby Certify that SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED

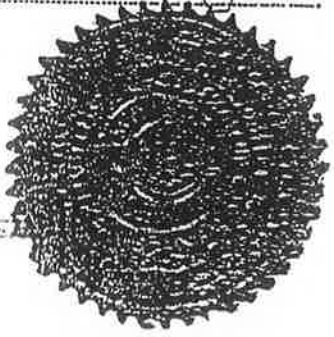
is this day incorporated under the Companies Act No. 17 of 1982 and that the Company is Limited.

වර්ෂ එක්දහස් නවසිය දසතුනවන වරදී මාර්තු 19 වැනි දින මොලොම් දී අත්සන් කොට දුනිමි.

අධ්‍යක්ෂ ජනරාල්වරයාණන්ගේ අත්සන මගින් අත්සන් කළ බවට දෙන සහතිකය.

Given under my hand at Colombo, this Wendy Sirdy day of March

One thousand nine hundred and Ninety Nine.



Handwritten signature
සමාගම් රෙජිස්ට්‍රාර්,
කොம்பනිගේ පනතිකරු,
Registrar of Companies.

TRUE COPY

S. R. Shelton Perera

S. R. SHELTON PERERA
Secretary

19/17/2000

MEMORANDUM OF ASSOCIATION
OF
SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY
(GUARANTEE) LIMITED

1. The name of the company shall be SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED
2. The registered office of the Company will be situated in the district of Colombo.
3. The objects for which the Company is established are -

A PRIMARY OBJECTS

- (1) To carry on business under the name and style Sri Lanka Institute of Information Technology and provide for and conduct courses in Information Technology leading to Diplomas and Certificates.
- (2) To establish and provide state of the art facilities including modern networking infrastructure with satellite links for research and development.
- (3) To carry out research and development in Information Technology.
- (4) To provide high quality training and establish a pool of experts and specialists in Information Technology.
- (5) To provide consultancy services in Information Technology.
- (6) To set up a Software Development Centre and undertake software development work.
- (7) To lease/rent the facilities of the company for private and public sector organisations to conduct their business related to Information Technology.

B ANCILLARY POWERS

- (1) To conduct and hold meetings, seminars, exhibitions, to provide facilities for the reading of papers, the delivery of lectures and the holding of discussions and debates upon subjects related to objects of the Company.
 - (2) To conduct examinations and professional interviews, for other organisations, institutes, universities and affiliate with, co-operate and collaborate with such organisations and institutions.
 - (3) To facilitate the interchange of ideas in respect of Information Technology, print and publish news letters, pamphlets and other publications.
 - (4) To collect subscriptions and fees, establish funds, give, receive, collect gifts, grants, donations, subsidies and to raise moneys required for the purposes of the Company from local and foreign sources.
 - (5) To enter into contracts, agreements, business agreements, or arrangements and to forge links with any company, firm, person or other agency both within and outside Sri Lanka with similar objects, on a profit sharing, commission or other basis.
 - (6) To borrow any moneys required for the running of the Company upon such securities as may be considered most expedient.
 - (7) To open and operate bank accounts and make, draw, accept, endorse, bills of lading, warrants, negotiate, discount and execute promissory notes, bills of exchange and negotiable instruments.
 - (8) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interests in any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, trade marks, trade names, licences, secret processes, machinery, plant, stock -in -trade, and moveable property of any kind whatsoever, necessary or convenient for the purpose of or in connection with the business of the Company or any branch or department thereof, for such consideration and on such terms and conditions as the Company may determine and to construct, maintain and alter any buildings, roads or erections, power systems and computer networks required or desirable for the business of the Company".
- As amended by resolution dated 2/11/1999
- to any national, public, educational, cultural, charitable, benevolent, or religious objects or associations which the Company thinks desirable.
- (11) To enter into hire-purchase, leasing or other agreements, contracts with banks and other lending institutions for the purchase of vehicles, plant, machinery or any other matter or thing that may be required by the Company from time to time.
 - (12) To appoint, engage, employ, maintain, provide for and dismiss engineers, technicians, attorneys, agents, managers, accountants, clerks, drivers, and such other employees in Sri Lanka or elsewhere and to remunerate any such at such rate and in such manner as shall be thought fit.
 - (13) To pay all expenses incidental to the formation of the Company and to remunerate any person, firm or company therefor.
 - (14) To enter into agreements with any Government authority, company or person, considered necessary for the achievement of the Company's objects.
 - (15) To establish branches of the Company in any part of Sri Lanka or in any other country and operate offices and workshops which may be required for the purposes of the Company.
 - (16) To insure with any corporation or company against any losses, risks and liabilities of all kinds which may affect the Company.

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- (17) To provide for the welfare of persons employed or previously employed by the Company and/or dependants of such persons by grants of money or of pensions or provident fund or other aid or otherwise as the Company may think fit.
 - (18) To procure the Company to be registered, incorporated or otherwise empowered or represented in any country or place within and outside the Republic of Sri Lanka.
 - (19) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
 - (20) To adopt all such means of making known the business of the company and to print, publish and distribute periodicals, books, leaflets or other audio-visual materials that the company may think desirable for the promotion of its objects.
 - (21) To guarantee, indemnify or become liable for the payment of money or for the performance of any obligation by any other company, firm or person, and to give any kind of security for the payment of such money or the performance of such obligation by such company, firm or person, and generally to transact all kinds of guarantee business and counter guarantee business and for the aforesaid purposes to enter into any contract or contracts or suretyships and to waive all or any of the privileges to which sureties are by law entitled, and to secure, if necessary any obligation or obligations undertaken by the company as guarantor or co-guarantor or otherwise by mortgage, charge, assignment or otherwise of the whole or any part of the undertaking, property, assets or revenue of the company, present or future.
 - (22) To do all such other lawful things as are considered by the company appropriate for the attainment of the objects or purposes of the company.
4. The liability of the members is limited.
 5. The income and property of the company whensoever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company.
Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or employee of the company or to any member of the company in return for any services actually rendered to the company.
 6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding Rupees One Thousand (Rs. 1,000/=).
 7. If upon the dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its members to an

extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined and the correctness thereof certified by a duly qualified auditor or auditors.

We the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

SIGNATURES

Mr. Anton Alfred,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2.
(Secretary, Ministry of Internal & International Commerce & Food)

Anton Alfred

Professor Samarajeeva Karunaratne,
University of Moratuwa, Moratuwa.
(Vice Chancellor, Moratuwa University)

Samarajeeva Karunaratne

Professor Lloyd Lakshman Ratnayake,
University of Moratuwa, Moratuwa.
(Head, Faculty of Engineering, Moratuwa University)

Lloyd Lakshman Ratnayake

Mr. Thilan Manjith Wijesinghe,
Board of Investment of Sri Lanka,
World Trade Centre, Echelon Square, Colombo 1.
(Chairman, Board of Investment of Sri Lanka)

Thilan Manjith Wijesinghe

Lalitha
Mr. Thelikada Palliya Guru Nandasiri Leelarathne,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2
(Consultant, Ministry of Internal & International Commerce & Food)

Lalitha

Dr. Bamunawita Gamage Lalith Deepthi Kumara,
Computing Services Centre,
University of Moratuwa, Moratuwa.
(Director, Computing Services Centre)

Lalitha

NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

SIGNATURES

Mr. Ronald Armand Paul Goonetilleke,
Sri Lanka Export Development Board,
42, Nawam Mawatha, Colombo 2.
(Chairman, Sri Lanka Export Development Board)



Mr. Thenuwara Hannadhige Ranjith Thenuwara de Silva,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2
(Senior Accountant, Ministry of Internal & International Commerce & Food)



Dated the 24th day of March 1999.

Witness to the above signatures.



NOTARY PUBLIC

TRUE COPY

S. R. Shelton Perera

S. R. SHELTON PERERA
Secretary

19/17/2004

ARTICLES OF ASSOCIATION
OF
SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY
(GUARANTEE) LIMITED

1. The Rules contained in the second part of Table 'C' of the First Schedule to the Companies Act No. 17 of 1982 shall apply to the Company and be deemed to be incorporated herein except in so far as they are herein expressly or by implication modified or excluded or declared to be inapplicable. Provided that in the event of any conflict arising between the provisions herein contained and the Rules contained in Table 'C' which have not hereby been modified, excluded or declared to be inapplicable in the aforesaid manner the provisions herein contained shall prevail and shall be deemed to be the Rules governing the Company.

2. INTERPRETATION

- The Company - Sri Lanka Institute of Information Technology (Guarantee) Limited
- The Act - The Companies Act No. 17 of 1982
- These Articles - The Articles of Association of the Company
- Person - Includes a corporation.
- Board - Unless the context requires otherwise, the Board of Directors of the Company for the time being
- Special Resolution - The meaning given in the Act

Words importing the masculine include the feminine gender and vice versa.

Words importing the singular number include the plural and vice versa.

These articles shall be construed with reference to the provisions of the Act and the words or terms used in these articles shall be taken as having the same meaning as if they were used in the Act except where herein otherwise provided..

3. OBJECTS

- 3.1 The Company is established for the objects stated in the Memorandum of Association.
- 3.2 The Company may undertake all or any of the objects enumerated in the Memorandum of Association and may abandon or keep in abeyance any objects undertaken by it.

4. MEMBERS

Rules 2 and 3 of Table 'C' are excluded and the following substituted therefor.

- 4.1 The number of members the Company proposes to be registered with is twenty five but the directors may from time to time register an increase of members.
- 4.2 The subscribers to the Memorandum of Association and such other persons as the Board may from time to time by a simple majority decision of their body admit to membership shall be the members of the Company.
- 4.3 Only persons who subscribe to the objects of the Company and satisfy such other conditions which the Company may from time to time prescribe, shall be eligible to be enrolled as a members.
- 4.4 Admission of members shall be by invitation extended by the Board of Directors on acceptance of a written proposal by a member supported by a second member.

5. CESSATION OF MEMBERSHIP

- 5.1 Membership of the Company shall cease upon -

- (a) death or resignation; or
- (b) a member acting against or in a manner prejudicial to the interests of the Company and is removed by a resolution passed at a general meeting of the Company;

Provided that before a resolution is passed under the member concerned has first been afforded a fair opportunity to vindicate himself at an impartial inquiry.

- (c) a member being removed by a resolution passed at a general meeting of the Company for failing to pay membership or other fees due from the member to the Company after written notice to do so before a specified date has been given.

6. NOTICE OF GENERAL MEETINGS

Rule 7 of Table 'C' is excluded and the following substituted therefor -

- 6.1 Twenty-one clear days notice in writing shall be given of all annual general meetings and meetings called for the passing of special resolutions and fourteen clear days notice in writing shall be given of all other meetings. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in case of special business the general nature of that business to such persons as are under these articles entitled to receive such notices.

Provided that a meeting of the Company shall notwithstanding that it is called by a shorter notice than that specified herein be deemed to have been duly called if it is so agreed -

- (a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having the right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at that meeting of all the members.

7. PROCEEDINGS AT GENERAL MEETINGS

Rules 9 and 10 of Table 'C' are excluded and the following substituted therefor -

- 7.1 The business of an annual general meeting shall be the consideration of the accounts, balance sheets and the reports of the directors and auditors, the election of directors in place of those retiring, if and when the rules relating to the rotation of directors are applicable, and the appointment of and the fixing of the remuneration of the auditors. All other business transacted at an annual general meeting or any business transacted at an extraordinary general meeting shall be deemed special.
- 7.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided not less than one third the number of members of the Company present in person or by proxy or by attorney or, being corporations by their duly authorised representatives, shall be a quorum.
- 7.3 Rules 15, 16, 17 and 18 of Table 'C' are excluded and the following substituted therefor -
- 7.4 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a secret ballot is demanded before or on the declaration of the result of the show of hands -
 - (a) by the chairman; or
 - (b) by at least three members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 7.5 In case of an equality of votes whether on a show of hands or by secret ballot the chairman of the meeting at which the voting takes place shall have a second or casting vote.

8. VOTES OF MEMBERS

- 8.1 Rules 21 and 23 of Table 'C' are excluded.

9. BOARD OF DIRECTORS

Rules 31 and 32 of Table 'C' are excluded and the following substituted therefor.

- 9.1 The Board of Directors shall consist of not less than five nor more than fifteen persons.
- 9.2 The subscribers to the Memorandum of Association shall determine in writing the first directors of the Company and unless so determined, the subscribers shall be the first directors.
- 9.3 The remuneration of the directors shall from time to time be determined by the Board of Directors. The directors shall also be entitled to be paid such travelling, hotel and other expenses properly incurred by them in attending

and returning from meetings of the directors or general meetings of the Company or in connection with the business of the Company.

10. **BORROWING POWERS**

Rule 33 of Table 'C' is excluded and the following substituted therefor -

- 10.1 The directors may from time to time at their discretion raise, borrow, or secure the payment of any sum of sums of money and obtain other accommodation for the purposes of the Company and may give security for the same by mortgage or pledge or issue of bonds, debentures or debenture stock of the Company or other form of security charged upon all or any part of the assets of the Company both present and future or in such other manner and upon such terms and conditions in all respects as the directors think fit.

11. **ROTATION OF DIRECTORS**

- 11.1 Rules 39, 40, 41, 42, 43 and 46 shall not apply.

12. **PROCEEDINGS OF DIRECTORS**

Rules 49 and 51 of Table 'C' shall be excluded and the following substituted therefor.

- 12.1 The quorum necessary for the transaction of business of the Board shall not be less than one third the number of directors for the time being.
- 12.2 The directors may elect a person as the chairman of the Board of Directors and if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may elect another from among themselves to be the chairman of that meeting.

13. **SECRETARY**

Rule 57 of Table 'C' shall be excluded and the following substituted therefore -

- 13.1 An individual, firm or corporation with such qualifications as are for the time being prescribed in terms of section 176(1) of the Act shall be appointed secretary by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

14. **AMENDMENTS**

- 14.1 No amendment to the Memorandum of Association or the Articles of Association shall be made except with the sanction of a special resolution in accordance with the provisions of the Act.

15. **ADMISSION AND MEMBERSHIP FEES**

- 15.1 Subject to confirmation by the members at a general meeting the Board may from time to time determine the amount of admission and/or membership fees or subscriptions payable. A member shall not however be liable to pay any membership or other fee or subscriptions in excess of the amount payable by him for a period prior to such determination.
- 15.2 Every member shall pay to the Company such admission and/or membership fees which the Company may from time to time determine.

16. **FINANCIAL YEAR AND INCOME**

- 16.1 The financial year of the Company shall be from the first day of April of any year to the thirty first day of March of the following year.

16.2 The income of the Company from subscriptions, fees, donations, investments, properties and other sources shall be used solely towards the furtherance of the objects of the Company and no portion thereof shall be paid to or transferred directly or indirectly to any present or past member or a director of the Company.

17. DISSOLUTION

17.1 The Company shall have perpetual succession by its corporate name. But if, upon the dissolution or winding up of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid out or distributed among the members of the Company or any of them, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent as great as is imposed on the Company under or by virtue of the memorandum of association, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object

18. INDEMNITY

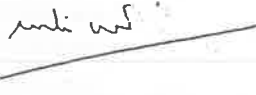
18.1 No director, officer, auditor, secretary or other person employed by the Company shall be answerable or personally liable for any loss arising from the administration or application of the funds and properties of the Company and shall be indemnified out of the funds of the Company against all liabilities incurred by him in connection with the activities of the Company unless such loss, damage or liability is caused by wilful default or fraud.

We the subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

SIGNATURES

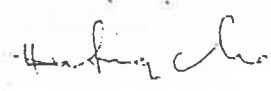
Mr. Anton Alfred,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2.
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Professor Samarajeeva Karunaratne,
University of Moratuwa, Moratuwa.
(Vice Chancellor, Moratuwa University)



Professor Lloyd Lakshman Ratnayake,
University of Moratuwa, Moratuwa.
(Head, Faculty of Engineering, Moratuwa University)



Mr. Thilan Manjith Wijesinghe,
Board of Investment of Sri Lanka,
World Trade Centre, Echelon Square, Colombo 1.
(Chairman, Board of Investment of Sri Lanka)



NAMES, ADDRESSES AND
DESCRIPTIONS OF SUBSCRIBERS

SIGNATURES

Kulmaratne Mr. Thelikada Palliya Guru^{ge} Nandasiri Leclaratne,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2
(Consultant, Ministry of Internal & International Commerce & Food)

Kulmaratne

Dr. Bamunawita Gamage Lalith Deepthi Kumara,
Computing Services Centre,
University of Moratuwa, Moratuwa.
(Director, Computing Services Centre)

Lalith

Mr. Ronald Armand Paul Goonetilleke,
Sri Lanka Export Development Board,
42, Nawam Mawatha, Colombo 2.
(Chairman, Sri Lanka Export Development Board)

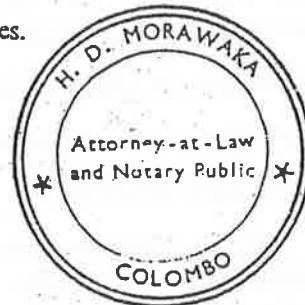
Ronald Armand Paul

Mr. Thenuwara Hannadhige Ranjith Thenuwara de Silva,
Ministry of Internal & International Commerce & Food,
'Rakshana Mandiraya', Vauxhall Street, Colombo 2
(Senior Accountant, Ministry of Internal & International Commerce & Food)

Ranjith

Dated the 24th day of March 1999.

Witness to the above signatures.



H. D. Morawaka
NOTARY PUBLIC

Certified true copy of Memorandum of Association of Sri Lanka Institute of Information Technology (Guarantee) Limited inclusive of amendments made by special resolution on 7th July 2011.

Chairman



Secretary
S. R. Shelton Perera
Secretary

**MEMORANDUM OF ASSOCIATION
OF
SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY
(GUARANTEE) LIMITED**

1. The name of the company shall be SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED
2. The registered office of the Company will be situated in the district of Colombo.
3. The objects for which the Company is established are -
 - A **PRIMARY OBJECTS**
 - (1) To carry on business under the name and style Sri Lanka Institute of Information Technology and provide for and conduct courses in Information Technology leading to Degrees, Diplomas and Certificates.
 - (2) To establish and provide state of the art facilities including modern networking infrastructure with satellite links for research and development.
 - (3) To carry out research and development in Information Technology.
 - (4) To provide high quality training and establish a pool of experts and specialists in Information Technology.
 - (5) To provide consultancy services in Information Technology.
 - (6) To set up a Software Development Centre and undertake software development work.
 - (7) To lease/rent the facilities of the company for private and public sector organisations to conduct their business related to Information Technology.
 - (8) To provide tertiary level education and training, research and consultancy in other selected disciplines as determined by the Institute.

Amer
7.7.20

- (13) To pay all expenses incidental to the formation of the Company and to remunerate any person, firm or company therefor.
 - (14) To enter into agreements with any Government authority, company or person, considered necessary for the achievement of the Company's objects.
 - (15) To establish branches of the Company in any part of Sri Lanka or in any other country and operate offices and workshops which may be required for the purposes of the Company.
 - (16) To insure with any corporation or company against any losses, risks and liabilities of all kinds which may affect the Company.
 - (17) To provide for the welfare of persons employed or previously employed by the Company and/or dependants of such persons by grants of money or of pensions or provident fund or other aid or otherwise as the Company may think fit.
 - (18) To procure the Company to be registered, incorporated or otherwise empowered or represented in any country or place within and outside the Republic of Sri Lanka.
 - (19) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
 - (20) To adopt all such means of making known the business of the company and to print, publish and distribute periodicals, books, leaflets or other audio-visual materials that the company may think desirable for the promotion of its objects.
 - (21) To guarantee, indemnify or become liable for the payment of money or for the performance of any obligation by any other company, firm or person, and to give any kind of security for the payment of such money or the performance of such obligation by such company, firm or person, and generally to transact all kinds of guarantee business and counter guarantee business and for the aforesaid purposes to enter into any contract or contracts or surety-ships and to waive all or any of the privileges to which sureties are by law entitled, and to secure, if necessary any obligation or obligations undertaken by the company as guarantor or co-guarantor or otherwise by mortgage, charge, assignment or otherwise of the whole or any part of the undertaking, property, assets or revenue of the company, present or future.
 - (22) To do all such other lawful things as are considered by the company appropriate for the attainment of the objects or purposes of the company.
4. The liability of the members is limited.
 5. The income and property of the company when so ever derived, shall be applied solely towards the promotion of the objects of the company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or employee of the company or to any member of the company in return for any services actually rendered to the company.

B ANCILLARY POWERS

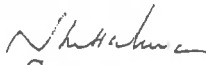
- (1) To conduct and hold meetings, seminars, exhibitions, to provide facilities for the reading of papers, the delivery of lectures and the holding of discussions and debates upon subjects related to objects of the Company.
- (2) To conduct examinations and professional interviews, for other organisations, institutes, universities and affiliate with, co-operate and collaborate with such organisations and institutions.
- (3) To facilitate the interchange of ideas in respect of Information Technology, print and publish news letters, pamphlets and other publications.
- (4) To collect subscriptions and fees, establish funds, give, receive, collect gifts, grants, donations, subsidies and to raise moneys required for the purposes of the Company from local and foreign sources.
- (5) To enter into contracts, agreements, business agreements, or arrangements and to forge links with any company, firm, person or other agency both within and outside Sri Lanka with similar objects, on a profit sharing, commission or other basis.
- (6) To borrow any moneys required for the running of the Company upon such securities as may be considered most expedient.
- (7) To open and operate bank accounts and make, draw, accept, endorse, bills of lading, warrants, negotiate, discount and execute promissory notes, bills of exchange and negotiable instruments.
- (8) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interests in any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, trade marks, trade names, licences, secret processes, machinery, plant, stock-in-trade, and movable or immovable property of any kind whatsoever, necessary or convenient for the purpose of or in connection with the business of the Company or any branch or department thereof, for such consideration and on such terms and conditions as the Company may determine and to construct, maintain and alter any buildings, roads or erections, power systems and computer networks required or desirable for the business of the Company.
- (9) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company.
- (10) To make pecuniary grants by way of donations, subscriptions or otherwise to any national, public, educational, cultural, charitable, benevolent, or religious objects or associations which the Company thinks desirable
- (11) To enter into hire-purchase, leasing or other agreements, contracts with banks and other lending institutions for the purchase of vehicles, plant, machinery or any other matter or thing that may be required by the Company from time to time.
- (12) To appoint, engage, employ, maintain, provide for and dismiss engineers, technicians, attorneys, agents, managers, accountants, clerks, drivers, and such other employees in Sri Lanka or elsewhere and to remunerate any such at such rate and in such manner as shall be thought fit.

Amend
2.11.19

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding Rupees One Thousand (Rs. 1,000/=).
7. If upon the dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined and the correctness thereof certified by a duly qualified auditor or auditors.

Certified true copy of Articles of Association of Sri Lanka Institute of Information Technology (Guarantee) Limited including amendments made up to 7th July 2011.

Chairman


Secretary
S. R. Shelton Perera
Secretary

**ARTICLES OF ASSOCIATION
OF
SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY
(GUARANTEE) LIMITED**

1. The Rules contained in the second part of Table 'C' of the First Schedule to the Companies Act No. 17 of 1982 shall apply to the Company and be deemed to be incorporated herein except in so far as they are herein expressly or by implication modified or excluded or declared to be inapplicable. Provided that in the event of any conflict arising between the provisions herein contained and the Rules contained in Table 'C' which have not hereby been modified, excluded or declared to be inapplicable in the aforesaid manner the provisions herein contained shall prevail and shall be deemed to be the Rules governing the Company.

2. **INTERPRETATION**

The Company	-	Sri Lanka Institute of Information Technology (Guarantee) Limited
The Act	-	The Companies Act No. 17 of 1982
These Articles	-	The Articles of Association of the Company
Person	-	Includes a corporation.
Board	-	Unless the context requires otherwise, the Board of Directors of the Company for the time being
Special Resolution	-	The meaning given in the Act
Words importing the masculine	-	include the feminine gender and vice versa.

Words importing the singular number include the plural and vice versa.

These articles shall be construed with reference to the provisions of the Act and the words or terms used in these articles shall be taken as having the same meaning as if they were used in the Act except where herein otherwise provided..

3. OBJECTS

- 3.1 The Company is established for the objects stated in the Memorandum of Association.
- 3.2 The Company may undertake all or any of the objects enumerated in the Memorandum of Association and may abandon or keep in abeyance any objects undertaken by it.

4. MEMBERS

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- 4.1 The number of members the Company proposes to be registered with is twenty five but the directors may from time to time register an increase of members.
- 4.2 The subscribers to the Memorandum of Association and such other persons as the Board may from time to time by a simple majority decision of their body admit to membership shall be the members of the Company.
- 4.3 Only persons who subscribe to the objects of the Company and satisfy such other conditions which the Company may from time to time prescribe, shall be eligible to be enrolled as a members.
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- 5.1 Membership of the Company shall cease upon -

- (a) death or resignation; or
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Provided that before a resolution is passed under the member concerned has first been afforded a fair opportunity to vindicate himself at an impartial inquiry.

- (c) a member being removed by a resolution passed at a general meeting of the Company for failing to pay membership or other fees due from the member to the Company after written notice to do so before a specified date has been given.

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general nature of that business to such persons as are under these articles entitled to receive such notices.

Provided that a meeting of the Company shall notwithstanding that it is called by a shorter notice than that specified herein be deemed to have been duly called if it is so agreed -

- (a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having the right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at that meeting of all the members.

7. PROCEEDINGS AT GENERAL MEETINGS

Rules 9 and 10 of Table 'C' are excluded and the following substituted therefor -

- 7.1 The business of an annual general meeting shall be the consideration of the accounts, balance sheets and the reports of the directors and auditors, the election of directors in place of those retiring, if and when the rules relating to the rotation of directors are applicable, and the appointment of and the fixing of the remuneration of the auditors. All other business transacted at an annual general meeting or any business transacted at an extraordinary general meeting shall be deemed special.
 - 7.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided not less than one third the number of members of the Company present in person or by proxy or by attorney or, being corporations by their duly authorised representatives, shall be a quorum.
 - 7.3 Rules 15, 16, 17 and 18 of Table 'C' are excluded and the following substituted therefor -
 - 7.4 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a secret ballot is demanded before or on the declaration of the result of the show of hands -
 - (a) by the chairman; or
 - (b) by at least three members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
 - 7.5 In case of an equality of votes whether on a show of hands or by secret ballot the chairman of the meeting at which the voting takes place shall have a second or casting vote.
- ## 8. VOTES OF MEMBERS
- 8.1 Rules 21 and 23 of Table 'C' are excluded.

general nature of that business to such persons as are under these articles entitled to receive such notices.

Provided that a meeting of the Company shall notwithstanding that it is called by a shorter notice than that specified herein be deemed to have been duly called if it is so agreed -

- (a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting by a majority in number of the members having the right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at that meeting of all the members.

7. PROCEEDINGS AT GENERAL MEETINGS

Rules 9 and 10 of Table 'C' are excluded and the following substituted therefor -

- 7.1 The business of an annual general meeting shall be the consideration of the accounts, balance sheets and the reports of the directors and auditors, the election of directors in place of those retiring, if and when the rules relating to the rotation of directors are applicable, and the appointment of and the fixing of the remuneration of the auditors. All other business transacted at an annual general meeting or any business transacted at an extraordinary general meeting shall be deemed special.
 - 7.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided not less than one third the number of members of the Company present in person or by proxy or by attorney or, being corporations by their duly authorised representatives, shall be a quorum.
 - 7.3 Rules 15, 16, 17 and 18 of Table 'C' are excluded and the following substituted therefor -
 - 7.4 At any general meeting a resolution put to the vote shall be decided on a show of hands unless a secret ballot is demanded before or on the declaration of the result of the show of hands -
 - (a) by the chairman; or
 - (b) by at least three members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
 - 7.5 In case of an equality of votes whether on a show of hands or by secret ballot the chairman of the meeting at which the voting takes place shall have a second or casting vote.
- ## 8. VOTES OF MEMBERS
- 8.1 Rules 21 and 23 of Table 'C' are excluded.

9. BOARD OF DIRECTORS

Rules 31 and 32 of Table 'C' are excluded and the following substituted therefor.

- 9.1 The Board of Directors shall consist of not less than five nor more than fifteen persons.
- 9.2 The subscribers to the Memorandum of Association shall determine in writing the first directors of the Company and unless so determined, the subscribers shall be the first directors.
- 9.3 The remuneration of the directors shall from time to time be determined by the Board of Directors. The directors shall also be entitled to be paid such travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or general meetings of the Company or in connection with the business of the Company.
- 9.4 The company may on the recommendation of the board of directors appoint any person in recognition of his outstanding services to the company and/or his exceptional contribution to the development and advancement of the company, as a life director of the company. A life director shall not be subject to removal except as provided for in Rule 38 of Table 'C' of the First Schedule to the Companies Act.
- 9.5 The number of life directors shall not at any time be more than five.

<p><i>Articles</i> 9.4 & 9.5 Included by amendment on 14.7.2004</p>

10. BORROWING POWERS

Rule 33 of Table 'C' is excluded and the following substituted therefor -

- 10.1 The directors may from time to time at their discretion raise, borrow, or secure the payment of any sum of sums of money and obtain other accommodation for the purposes of the Company and may give security for the same by mortgage or pledge or issue of bonds, debentures or debenture stock of the Company or other form of security charged upon all or any part of the assets of the Company both present and future or in such other manner and upon such terms and conditions in all respects as the directors think fit.

11. ROTATION OF DIRECTORS

- 11.1 Rules 39, 40, 41, 42, 43 and 46 shall not apply.

12. PROCEEDINGS OF DIRECTORS

Rules 49 and 51 of Table 'C' shall be excluded and the following substituted therefor.

- 12.1 The quorum necessary for the transaction of business of the Board shall not be less than one third the number of directors for the time being.
- 12.2 The directors may elect a person as the chairman of the Board of Directors and if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may elect another from among themselves to be the chairman of that meeting.

13. SECRETARY

Rule 57 of Table 'C' shall be excluded and the following substituted therefore -

- 13.1 An individual, firm or corporation with such qualifications as are for the time being prescribed in terms of section 176(1) of the Act shall be appointed secretary by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

14. AMENDMENTS

- 14.1 No amendment to the Memorandum of Association or the Articles of Association shall be made except with the sanction of a special resolution in accordance with the provisions of the Act.

15. ADMISSION AND MEMBERSHIP FEES

- 15.1 Subject to confirmation by the members at a general meeting the Board may from time to time determine the amount of admission and/or membership fees or subscriptions payable. A member shall not however be liable to pay any membership or other fee or subscriptions in excess of the amount payable by him for a period prior to such determination.

- 15.2 Every member shall pay to the Company such admission and/or membership fees which the Company may from time to time determine.

16. FINANCIAL YEAR AND INCOME

- 16.1 The financial year of the Company shall be from the first day of April of any year to the thirty first day of March of the following year.

- 16.2 The income of the Company from subscriptions, fees, donations, investments, properties and other sources shall be used solely towards the furtherance of the objects of the Company and no portion thereof shall be paid to or transferred directly or indirectly to any present or past member or a director of the Company.

17. DISSOLUTION

- 17.1 The Company shall have perpetual succession by its corporate name. But if, upon the dissolution or winding up of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid out or distributed among the members of the Company or any of them, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent as great as is imposed on the Company under or by virtue of the memorandum of association, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object

18. INDEMNITY

- 18.1 No director, officer, auditor, secretary or other person employed by the Company shall be answerable or personally liable for any loss arising from the administration or application of the funds and properties of the Company and shall be indemnified out of the funds of the Company against all liabilities incurred by him in connection with the activities of the Company unless such loss, damage or liability is caused by wilful default or fraud.

ශ්‍රී ලංකා තොරතුරු තාක්ෂණ (ඇපයෙන් සීමිත) සමාගමේ පාලන මණ්ඩලය

<u>නම</u>	<u>තනතුර</u>	<u>නීත්‍ය සේවා ස්ථානය</u>
01. ඇන්ටන් ඇල්ග්‍රිඩ් මයා	ලේකම්	අභ්‍යන්තර හා අන්තර්ජාතික වෙළඳ හා ආහාර අමාත්‍යාංශය
02. මහාචාර්ය සමරජීව කරුණාරත්න මයා	උපකුලපති	මොරටුව විශ්ව විද්‍යාලය
03. මහාචාර්ය ලොයිඩ් ලක්ෂ්මන් රත්නායක මයා	ප්‍රධානී - ඉංජිනේරු පීඨය	මොරටුව විශ්ව විද්‍යාලය
04. නිලාන් මන්ජීන් විජේසිංහ මයා	සභාපති	ශ්‍රී ලංකා ආයෝජන මණ්ඩලය
05. තෙලිකඩ පල්ලියගුරුගේ නන්දසිරි ලීලාරත්න මයා	උපදේශක	අභ්‍යන්තර හා අන්තර්ජාතික වෙළඳ හා ආහාර අමාත්‍යාංශය
06. ආචාර්ය බමුණවිට ගමගේ ලලිත් දීප්ති කුමාර මයා	අධ්‍යක්ෂ	පරිගණක සේවා මධ්‍යස්ථානය, මොරටුව විශ්ව විද්‍යාලය
07. රොනල්ඩ් ආමන්ඩ් පාවුල් ගුණතිලක මයා	සභාපති	ශ්‍රී ලංකා අපනයන සංවර්ධන මණ්ඩලය
08. තේනුවර හන්නාදිගේ රත්ජීත් තේනුවර ද සිල්වා මයා	ප්‍රධාන ගණකාධිකාරී	අභ්‍යන්තර හා අන්තර්ජාතික වෙළඳ හා ආහාර අමාත්‍යාංශය

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD AT 9.00 A.M. ON THURSDAY THE 02ND SEPTEMBER, 1999 AT THE
CHAMBERS OF THE HON. CHIEF JUSTICE**

Hon. G.P.S. De Silva Chief Justice	-	Chairman
Hon. Kingsely T. Wickremaratne Minister of Internal & International Commerce & Food	-	Member
Mr. Anton Alfred Secretary, Ministry of Internal & International Commerce & Food	-	Member
Mr. A.A.De Silva Secretary, Ministry of Education & Higher Education	-	Member
Dr.B..J.Masakorala Consultant Surgeon	-	Member
<u>Not Present</u>		
Mr. Kalinga N. Indatissa Attorney-at-Law	-	Member

01. **Confirmation of Minutes**

The Minutes of the meeting of the Board of Trustees held on 21.05.1999 were confirmed. The words 'construction of buildings' appearing under section 08-11 in page 142 of the minutes book which related to the meeting on 21.05.1999 was amended to read as 'establishment of the IIT'.

02. **Matters arising out of the Minutes**

(a) **Registration of Mahapola Graduate Foundation**

The current status in regard to the amendments to the Mahapola Trust Fund act was discussed. The Hon. Minister of Internal & International Commerce and Food informed the Board of Trustees that action would be taken to seek approval from the Cabinet to amend the Act.

(b) Proposed Building complex at Atthidiya

The Secretary, Ministry of Internal and International Commerce and Food stated that the project report on the establishment of the Institute of Commercial Diplomacy was not finalized by the Director of Commerce. Therefore, he suggested that construction of proposed buildings at Atthidiya premises in accordance with the building plan already designed should be commenced. After discussion, the Board of Trustees decided to appoint a Committee consisting of Director, Commerce, his Officials and Officials of the Ministry to go into the matter in detail and submit proposals.

03. Report of the Auditor General on the Accounts of the Mahapola Higher Education Scholarship Trust Fund for the year ending 31.12.1996.

The Hon. Minister said that the annual accounts for the years 1996 and 97 should be submitted to the Cabinet and the Parliament. The Board was informed that the annual accounts up to 1998 had been submitted to the Auditor General.

04. Mahapola Scholarships for the Academic year 1998/99

The Board of Trustees noted that 5700 Scholarships would be awarded by the Fund for the academic year 98/99, for the University students and another 1000 scholarships would be awarded for students in other Higher Educational Institutions.

05. Assistance for Conduct of English Classes by the Lalith Athulathmudali Foundation

The Board was informed that the Lalith Athulathmudali Foundation had neither pursued the project nor submitted claims for financial assistance on conducting English Classes after the issue of the Circular letter by the Secretary, Ministry of Education and Higher Education.

06. Institute of Information Technology

The Chairman and the Managing Director of the Sri Lanka Institute of Information Technology (Guarantee) Limited who were invited to be present, apprised the course of the action taken so far. The Managing Director stated that the following steps were taken in addition to that were given in the progress report up to the end of August 1999.

- preliminary designing work of IIT premises at Malabe,
- preparation of Syllabus,
- preliminary work to commence the following courses
 - a. MSC in IT
 - b. Post Graduate Diploma in IT
 - c. Associate Diploma/Advance Diploma in IT
Associate Diploma/Advance Diploma in IT Marketing
 - d. Certificate Level Courses

07. **Mahapola Scholarship for Children of Services Personnel**

It was reported to the Board of Trustees that a detailed report from the University Grants Commission was expected. The Board instructed to follow up action on this.

08. **Request for award of Mahapola Scholarship to Technical College Students (SLIATE)**

Board Paper No.1 contains the request for Scholarships for the National Diploma (2 years) courses conducted by the SLIATE and the increase of the number of Scholarships up to 40% of the admissions per academic year, was discussed.

The Board of Trustees approved the extension of Mahapola Scholarships to Students who follow 2 years Diploma courses under SLIATE mentioned below and the criteria for award of such scholarships as shown below;

Courses for which approval was granted

- a. National Diploma in Home Science
- b. National Diploma in Business Studies
- c. National Diploma in English
- d. National Diploma in Business and Finance

CRITERIA

- (1) Number of Scholarships - 20% of the total at the admission of the respective course.
- (2) Payment - 9 instalments of Rs.500/- per month for one year.
- (3) Selection - By SLIATE, on the basis of parental income and merit.

The Board of Trustees was in favour of increasing of Scholarships up to 40% of the annual admissions for the Diploma courses because there were enough job opportunities for diploma holders in the country. Considering the financial involvement the Board decided that such increases should be reported to the Board on a case by case basis in the future.

09. **Global Village in next Millennium**

Board paper No.2 relating to the proposed written and oratorical competitions on the above topic was considered. The Board approved the conduct of the competition among youths on provincial basis. However, the total expenditure for the programme should not exceed the limit of rupees one Million.

10. Postponement of Studies by the Students who receive Mahapola Scholarship Assistance

Board paper No.3 which referred to the students who postponed of their studies after receiving Mahapola Scholarships was considered. Taking into consideration the views of the representatives of the University Grant Commission it was decided to allow one year postponement of studies on genuine and reasons beyond the students control.

On the recommendation of the Hon.Minister and the Secretary, Education and Higher Education it was decided, to appoint a Committee to review and report corrective measures on the present selection criteria for Mahapola Scholarships and to review the need of scholarship assistance annually, in the future. This Committee should comprise officers from Mahapola Trust Fund, UGC and the Ministry of Higher Education. The Committee should report to the Board of Trustees on the following.

- (a) Students who are studying in Universities while continuing their studies in other Institutions or undergoing training or employment not allowed under the Mahapola Scholarship Scheme.
- (b) Students who do not attend their courses but sit for examinations and obtain financial assistance not allowed under the Mahapola Scholarship Scheme.
- (c) Receiving Mahapola or Bursary assistance while employed which will not benefit the rest of the student population.

11. Publication of a Book on Sri Lanka Copyright Law and TRIPS Agreement with Assistance from the Mahapola Trust Fund

Board paper No. 4 on the above subject was discussed. The Board agreed on the following principles for undertaking publications by the Mahapola Trust Fund.

- (a) Books or publishers to be published under the Mahapola Publication Scheme in the future should be submitted to a Committee appointed by the Board of Trustees for evaluation and recommendation for publication provided they confirm to the following.
- (b) The publication envisaged to be undertaken by the Fund must be related to a special area of education which still suffers due to lack of enough reading materials.

The Hon. Minister was of opinion that the above Book should be published by the Trust Fund because the book will be of great value to Law Students since there are limited reading materials on Intellectual Property Law. The Board of Trustees considered this book themselves as the evaluation Committee and approved its publication by the Trust Fund.

12. Sri Lanka Institute of Information Technology (SLIIT)

Board Paper No.5 relating to the Sri Lanka Institute of Information Technology Limited was discussed.

The Board of Trustees decided that the SLIIT (Guarantee) Limited which was an interim body to carry out functions until the Institute of Information Technology commenced its activities should work under both Ministries i.e. Education and Higher Education and Internal and International Commerce and Food. Therefore, in incurring expenditure SLIIT (Guarantee) Limited should follow the Government procedure. The Hon. Minister said that the Company should be compatible with Government procedures with regard to financial commitments and a Cabinet Paper would have to be submitted to get clearance for granting Government Company status to the SLIIT.

Limits that were applicable for Government tender activities would be applicable to the company as well. Tender Boards would be set up consisting of one member from the Ministry of Education and Higher Education, one member from Ministry of Internal and International Commerce and Food and one member from the Company.

The Company should submit its annual budget and cash flow forecast to the Secretary, Mahapola Trust Fund who would release funds to the Company according to the forecast with due consideration of performance and the actual financial requirements for SLIIT expenditure commitments. It was also observed that idle money in Bank Accounts should be minimized since the Trust Fund is depended on Interest earnings for its recurrent expenses and functual expenses.

In view of the incurring expenditure on annual interest income of the Trust Fund, The Board also considered the liquidity position in the year 2001. According to the present capital expenditure forecast for the IIT estimated expenditure in 2001 will Rs.213 Million. It was decided to review the forecast, considering the future performance.

13. Performance report of the Sri Lanka Institute of Information Technology (Guarantee) Limited

A report submitted by the Managing Director/CEO of SLIIT on its performance up to end of August 1999 was noted by the Board of Trustees.

14. Leasing of the Land at Malabe which belong to the Mahapola Trust Fund to SLIIT

The Chief Justice, the Chairman of the Board of Trustees requested a report from Attorney Generals on this.

15. Investments in the Institute of Information Technology

Board Paper No.8 was considered. Disclosure of investments of the Mahapola Trust Fund assets in the IIT and approval for creating an item in the balance sheet showing the effects for accounting purpose was authorized.

16. Display of Mahapola performance at the Grand Nations ceremony - year 2000

Considering the Board Paper No.9, the Board of Trustees noted that the approximate cost of the float was Rs.67,000/- and approval was given to charge 50% of the cost to Mahapola Trust Fund.

17. Scheme of salary loan for the staff in the Mahapola Trust Fund

Board Paper No.10 was considered by the Board of Trustees and approval was granted for the payment of salary advances/loans to the employees of the Fund, subject to the purposes and conditions laid down in Sec.10 chapter xxiv of the Government establishment code. This advance/loan should be recovered in 3 years in 36 equal instalments and the interest rate applicable to the staff of statutory bodies would be applicable to the outstanding loan balance.


18. Replacement of Fax Machine

Considering the Board Paper No.11 was considered and covering approval was granted for the purchase of a new fax machine at a cost of Rs. 32,500/- for use in the Mahapola Trust Fund Office.

19. Official residence telephone for the Administrative Officer

Board Paper No.12 was considered and the Board of Trustees granted covering approval for the installation of the official residence telephone for the Administrative Officer. A monthly expenditure limit was to be imposed by the Secretary of the Fund.


29.5.2000


29/05/2000

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD AT 11.00 A.M. ON MONDAY THE 29TH MAY 2000 AT THE
CHAMBERS OF THE HON. CHIEF JUSTICE

Present:

- Hon Lordship Sarath N Silva
Chief Justice - Chairman
- Hon.Kingsley T.Wickremaratne
Minister of Internal & International
Commerce and Food - Member
- Mr.S.C.Mannapperuma
Secretary, Ministry of Internal and
International Commerce and Food - Member
- Prof.R.P.Gunawardena
Secretary, Ministry of Education and
Higher Education - Member
- Mr.Kalinga N Indatissa
Attorney - at - Law - Member

Excused:

- Dr.B.J.Masakorala
Consultant Surgeon - Member

III ATTENDANCE

- Mr.T.P.G.N.Leelaratne - Consultant/Min. of I & I Commerce and Food
- Mr.D.A.Gunapala - Treasurer/Mahapola Trust Fund
- Mr.Ranjith Thenuwara - Dy.Director/Mahapola Trust Fund
- Mr.R.A.Piyaratne - Senior Asst.Secretary/UGC

Contd.02

01. CONFIRMATION OF MINUTES

Hon. Kingsley T. Wickramaratne, Minister of Internal and International Commerce and Food proposed that the Minutes of the meeting of the Board of Trustees held on 02.09.1999 be accepted. Mr.S.C.Mannapperuma, Secretary, Ministry of Internal & International Commerce and Food seconded the proposal. Accordingly the Minutes of the Meeting held on 02.09.1999 were confirmed. Hon. Minister suggested that the Board should meet once in three months in future. The Board of Trustees agreed to this suggestion.

02. MATTERS ARISING OUT OF MINUTES

a. Registration of Mahapola Graduate Foundation.

Mr.Kalinga N. Indatissa was of the view that sufficient time had been given for the Mahapola Graduate Foundation to register themselves with the Registrar of Companies but the Foundation has not taken steps to complete the registration process as yet. The Board noted this position.

b. Proposed building complex at Attidiya

The Board noted that the project report has still not been finalized by the Department of Commerce. Hon.Kingsley T. Wickremaratne, Minister of Internal & International Commerce and Food emphasised the need for an Institute for Commercial Diplomacy. The Committee noted that the Prof. Geza Feketakuty who made the recommendation for this Institute would be able to assist further in formulating the project report for the establishment of this Institution.

Contd. 03

III. MAHAPOLA SCHOLARSHIPS FOR ACADEMIC YEAR 1999/2000

Board Paper No. 01 was considered and approval was granted by the Board of Trustees to award 6000 Scholarships for the University students selected by the University Grants Commission and another 1000 Scholarships to the students in Other Higher Educational Institutions in the Academic Year 1999/2000.

IV. MAHAPOLA SCHOLARSHIPS FOR THE CHILDREN OF SERVICE PERSONNEL

Board Paper No.02 was considered by the Board of Trustees. The Board approved the following:

- a. Children of service personnel who have sacrificed their lives and who have become permanently disabled while serving the motherland be granted Mahapola Scholarships irrespective of their income levels. This concession will be available for all three forces, Police Service and the STF.
- b. Students who apply for Scholarships under this scheme should produce a certificate from the Commander of the respective force or the IGP to this effect.
- c. Necessary instructions should be given to the University Grants Commission to consider the applications under (a) and (b) above and to recommend Scholarships without considering income level of the families of the students coming under this category.

Contd..04

05. SCHOLARSHIPS FOR THE CHILDREN OF PUBLIC SERVANTS

The Board of Trustees discussed the numerous difficulties faced by the children of the employees under the Government and Statutory Bodies when they are selected for University Education and the necessity for considering them as a special class in the process of selection for scholarships, under the criteria of family income. The Secretary Ministry of Education and Higher Education was requested to examine these suggestions in consultation with the UCI and submit a report with suitable recommendations.

06. MAHAPOLA SCHOLARSHIPS FOR VOCATIONAL TRAINING STUDENTS

Board Paper No.03 was considered and approval was granted to award scholarships for the students who follow certificate courses in Vocational Training Institutions under the Ministry of Vocational Training, similar to the scholarships awarded to SLIATE students satisfy the following conditions.

- i. Scholarships will be granted for 20% of the total students taken in each year for each approved course.
- ii. Duration of the certificate courses should not be less than 02 years full time day courses.
- iii. Basic entry qualification for the certificate courses should be G.C.E. O/L or above.
- iv. Relevant certificate courses should not have been identified for financial assistance from any other source.
- v. Scheme will be implemented with the intake of next Batch.
- vi. Courses for which scholarships to be awarded shall be selected by the Trust Fund.

Contd..05

Monthly instalment for this category will be Rs.500/- per month payable in 10 monthly instalments for an academic year.

ii. ASSISTANCE FOR JOB ORIENTED TRAINING FOR YOUNG GRADUATES

The Board of Trustees was of the view that the young graduates who follow short term job-oriented training courses upto 01 year also should be given some assistance in the form of a loan or a some other scheme. In this respect the views of the Ministry of Education and Higher Education and the Ministry of Vocational Training should be obtained. A Board Paper should be submitted for the next Meeting for consideration of the Board of Trustees.

iii. INCREASE OF MAHAPOLA SCHOLARSHIPS ALLOWANCE

Board Paper No.04 was considered by the Board of Trustees and approval was granted to increase the amount paid as monthly instalment under the Mahapola Scholarship Scheme by Rs.200/- effective from 1st July 2000.

iv. CRITERIA ON AWARDING SCHOLARSHIPS

Secretary, Ministry of Education and Higher Education made the following suggestions.

- i. Under the present criteria for the award of Scholarships, some needy students are deprived of scholarships as their family income is just above the present cut-off limit. Students belonging to the fixed income earning families are in a disadvantageous position consequent to this method of selection.

Contd..06

ii. On the other hand, students who are selected for scholarships on the basis of merit may not require monthly financial assistance in all cases. They may be rewarded by way of a lump sum payment at the commencement of the course, instead of a monthly payment.

iii. It is necessary to explore the possibility of making adjustments to the selection criteria maintaining the prevailing percentage of merit scholarships exclusively to the needy students. Board agreed in principle for a change to the selection criteria in an appropriate manner. Secretary, Ministry of Education and Higher Education agreed to forward a report on this with his recommendation.

10. A MONTHLY ALLOWANCE OF RS.450/- FOR THE STUDENTS IN THE TECHNICIAN TRAINING INSTITUTE - KATUNAYAKE

Board Paper No.05 was considered and approval was granted to award scholarships amounting to Rs.500/- per month for 20% of the total students selected each year for the Technician Training Institute at Katunayake under the Ministry of Science and Technology, which will be similar to SLIATE Scholarships.

11. RELEASE OF ADVANCES TO SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY FOR MEETING EXPENSES OF THE IIT PROJECT

Board Paper No.06 was considered by the Board of Trustees. The Board noted that the Treasury has agreed to provide funds to meet recurrent expenses of the SLIIT. Funds so far advanced by the Mahapola Trust Fund to the SLIIT to meet capital expenses of the present institution at Kollupitiya should be treated as part of the capital of the IIT project at Malabe.

Contd..07

Approval was granted to the following:

- a. Covering approval for the advance of Rs.25 million released to SLIIT upto 03.05.2000.
- b. Appointment of a Sub Committee to make recommendations in regard to the release of funds for future expenses of the IIT project at Malabe.
- c. Naming the Auditorium of the IIT in Malabe project in memory of late Hon.Lalith Athulathmudali (P.C), founder member of the Mahapola Trust Fund.

Mr. Parakrama Wijesooriya, Director (Project), SLIIT explained the progress made in connection with the construction of buildings at Malabe site. He stated that the tender procedure has been initiated. CATB has approved the Tender documents. The construction work is expected to be commenced in mid-August this year under the CATB direction.

12. SURPLUS INCOME OF FEES SLIIT TO BE ALLOCATED FOR MAHAPOLA SCHOLARSHIP

Secretary Ministry of Education and Higher Education suggested that loan may be given on recoverable basis to the SLIIT instead of providing funds by the Mahapola Trust Fund. Hon. Minister of Internal & International Commerce and Food pointed out that this commitment was made by the Board in the past and that the funds are allocated as investment. This provision is appearing in the balance sheet of the Mahapola Trust Fund.

Contd..08

It was agreed to inform the SLIIT that a certain percentage of income generated as fees from students, should be utilized for awarding Mahapola Scholarships for needy students who follow Degree/Diploma Courses in the IIT. In addition to the above a certain amount of scholarships may also be awarded under the Mahapola Scholarships for needy students who follow such programmes.

13. RE-STRUCTURING OF POST GRADUATE SCHOLARSHIPS ABROAD WITH THE ASSISTANCE OF THE PRESIDENT'S FUND

Board Paper No.07 was noted by the Board of Trustees. Secretary, Ministry of Education and Higher Education proposed that Mahapola Trust Fund also might consider a scheme of Scholarships for post-graduate courses subject to following conditions;

- i. Course should not be on general subjects but should cover special fields of research relating to Science and Technology from whom the country should benefit.
- ii. Course shall be on full time basis, and Scholarships will provide assistance for unemployed and needy students for research study in Sri Lanka.
- iii. Assistance may be in the form of a grant or a loan, fully or partly recoverable under the selection criteria.
- iv. The beneficiaries under this scheme should be youth falling within the objectives of Mahapola Act.

Secretary Ministry of Education and Higher Education agreed to present a paper on this for consideration at the next meeting.

Contd..09

14. BUDGET FOR YEAR 2000 AND REVISED BUDGET FOR 1999 OF THE FUND.

Budget for the year 2000 and the revised Budget for the year 1999 submitted with Board Paper No.08 were appeared. Board of Trustees directed that a detailed statement on the investment of the Mahapola Trust Fund be submitted to the next Board Meeting.

15. FUND RAISING PROGRAMME

Secretary Ministry of Education and Higher Education suggested that a fund raising programme for the Mahapola Trust Fund be launched. Board agreed to the suggestion and requested the members to submit workable proposals for consideration at the next meeting.

16. ANNUAL ACCOUNTS 1999

Board of Trustees considered the annual accounts for year 1999 which was submitted with the Board Paper No.09. Hon. Minister of Internal & International Commerce and Food explained that expenditure have to be made without exceeding the interest income of the fund.

17. PURCHASE OF OFFICE EQUIPMENTS

Board Paper No.10 was considered and approval was granted to purchase office equipment up to a total of Rs.50,000/- within the financial year 2000. Relevant financial regulations should be followed in this regard.

18. ASSIGNING OFFICERS IN THE PUBLIC SERVICE TO WORK UNDER THE TRUST FUND.

Board Paper No.11 was considered and the Board of Trustees agreed to the arrangements explained therein. Approval was granted to extend the payment of attendance incentive in terms of the approved scheme, to the public officers who have been assigned to work under the Trust Fund.

Contd..10

19. STAFF REQUIREMENTS FOR THE FUND

Board reviewed the following proposed development activities and corresponding staff requirements.

- I. IIT Malabe Project,
- II. Academy of Commercial Diplomacy,
- III. Funds raising program.


Board decided to create 2 posts at the Supervisory grade (below staff grade and above clerical grade) on contract basis particularly for a period of 2 years.

20. ACCOUNTS ASSISTANTS GRADE II - CONFIRMATION

Board Paper No.12 was considered and agreed to the recommendation therein to confirm the appointment of the following 03 Account Assistants.

1. Miss D.M.I.Dayawansa
2. Ms. W.M.A.Niroshani
3. Ms. K.A.D.R.Gunasekara

MW-03.00


S. S. S. S.
6/8/2000


S.C. Manuphera

MINUTES OF THE 35th MEETING OF THE BOARD OF TRUSTEES OF THE
MALIAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (MHSTF) HELD
ON 06th SEPTEMBER 2000 AT 9.30 A.M.

අග 30-10

AT THE CHAMBERS OF HIS LORDSHIP, THE CHIEF JUSTICE

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Present:

His Lordship Sarath N Silva Chief Justice	-	Chairman
Hon Kingsley T. Wickramaratne Minister of Internal & International Commerce and Food	-	Member
Mr. S.C. Mannapperuma, Secretary Ministry of Internal & International Commerce & Food	-	Member
Dr. B.J. Masakorala Consultant Surgeon	-	Member

Excused

Prof. R.P. Gunawardane Secretary Education & Higher Education	-	Member
Mr. Kalinga N. Indatissa Attorney at law	-	Member

In Attendance:

Mr. T.P.G.N. Leelaratne	-	Consultant/Ministry of Internal & International Commerce and Food
Mr. D.A. Gunapala	-	Treasurer/MHSTF
Mr. Ranjith Thenuwara	-	Dy. Director/MHESTF
Mr. R.A. Piyaratne	-	Senior Asst. Secretary/UGC
Prof. S. Karunaratne	-	Chairman - SLIIT
Dr. Lalith Gamage	-	CEO/MD - SLIIT

- Mr. S.C. Mannapperuman informed the Board that Prof. R.P. Gunawardane had sent a letter informing that he would not be able to attend the meeting due to an other urgent engagement. - Board Noted.

01. CONFIRMATION OF MINUTES

Mr. S.C. Mannapperuma, Secretary, Ministry of Internal & International Commerce and Food proposed that the minutes of the Meeting of the Board of Trustees held on 29th May 2000 be accepted. Dr. B.J. Masakorala seconded this. Accordingly, the Minutes of the Meeting held on 29th May 2000 were confirmed.

02. MATTERS ARISING OUT OF THE MINUTES

a. **Proposed building complex at Attidiya.**

Secretary Ministry of Internal & International Commerce & Food informed that a Cabinet Paper has been submitted on this matter and action will be taken after receiving directions from the Cabinet.

b. Due to the absence of the Secretary, Ministry of Education and Higher Education, the Board decided to postpone discussions on the following matters for the next meeting.

- I. Mahapola Scholarships for the children of Service Personnel
- II. Mahapola Scholarships for the children of Public Servants.
- III. Mahapola Scholarships for Vocational Training Students
- IV. Assistance for Job Oriented Training for Young Graduates
- V. Increase of Mahapola Scholarships allowance.
- VI. Criteria on awarding Scholarships
- VII. Surplus Income of fees SLIIT to be allocated for Mahapola Scholarships.
- VIII. Post Graduate Scholarships abroad.
- IX. Fund Raising Programme

Board noted that about 7000 Scholarships will be awarded for the students on 13th September 2000, for the academic years 1999/2000.

05 CAPITAL EXPENDITURE FOR THE IIT, MALABE

Board paper No. 35 (1) on Capital Expenditure for the IIT Malabe, was considered by the Board of Trustees

I The proposal is to obtain a loan of Rs.175 Million from National Development Bank at an interest rate of 1.25% over the prevailing market rate per annum by the Mahapola Higher Education Scholarship Trust Fund (MHESTF) guaranteed by a fixed deposit of Rs.200 Million belonging to MHESTF. The Board noted that this loan was required to meet the capital expenditure for the IIT project Malabe, as the annual interest income of the MHESTF would not be adequate to meet the requirement. According to current Budget of the MHESTF, which reflected the recently approved increase of a sum of Rs.200 per month for Scholarship installments per student, the available annual surplus income would not be sufficient to meet Rs.235 Million required for the period in the year 2001.

II The Chairman pointed out that there was no precedent where the Mahapola Trust Fund raised loans and became a debtor in its history and that the Fund always stood as a strong creditor. If this loan is obtained, the MHESTF would be compelled to become a debtor for the first time in its history.

The Chairman stressed the need to examine the likely impact it would have on the financial viability of the MHESTF if it entered into this loan agreement as proposed.

III. The officials of the Fund clarified that the current annual average interest income of the MHESTF is about Rs.320 Million and after the recent increase of the monthly scholarship by Rs.200/- per installment since July 2000, the total annual scholarships payment would increase by Rs. 50 Million per annum. Therefore, while increasing the current total annual payment from Rs.200 Million to Rs.250 Million, the current commitment on scholarship payments and the settlement of loan installments together with the interest and taxes would eventually exhaust the entire interest income of the MHESTF in 2002. Hence any increase of present level of scholarship installments or a declining trend in the annual interest income would create a difficult situation for MHESTF in meeting its commitments.

IV. Considering this situation, the Chairman emphasized the need for continuing the main activity of the payment of Scholarship installments uninterrupted and observed that the flexibility of the Fund, in providing funds to meet the future demands under the following situations would be very much constrained:-

- A. Requests for increase of the number of Scholarships including new courses,; and
- B. Requests for increase of the amount paid as installments,

The Chairman further emphasized that sufficient funds should be made available to meet further commitments.

V. Going through the proposed loan repayment schedule it was noted that after the grace period of 1½ years, monthly repayment would be about Rs.6.1 Million. This situation would limit the flexibility of MHESTF in its future decision making. If this project is completed at the end of year 2001 a sum of Rs. 70 Million should be allocated for loan repayment in the year 2002. (During the grace period of first 18 months about Rs.30 Million has to be allocated for the payment of interest and other taxes).

VI. The Board of Trustees invited the views of the Chairman and CEO/MD of the SLIT on the possibility of the repayment of the loan installments utilizing the SLIT income, which is generated from the initial investment made by the MHESTF.

VII. Chairman and the CEO/MD stated that the Mahapola Trust Fund allocated Rs.500 Million for this project in 1999 and SLIT will not have adequate income for the repayment of this loan. They indicated that all interest and other connected expenditure for this loan could be met within this allocation itself.

VIII. As regards the previous decision to allocate Rs.500 Million, the Board, clarified that the Board of Trustees had allocated this amount on the understanding that the allocation should be made without adversely affecting the capital base of the fund, and without interrupting the disbursement of Scholarship commitments. It was very clear that the decision has been taken to allocate money only from surplus interest income in the future years. Therefore, it was the Board's view that SLIT as

a fee levying institution should take action to share the repayment of the loan out of its income, after the year 2002.

- IX. The Board of Trustees further noted the following facts regarding this project:
- a) Land belonging to the MHESTF was not utilised for a long period;
 - b) Setting up of an institute on this land in furtherance of the objective of MHESTF has been postponed for several years;
 - c) This project has been approved by the Board of Trustees;
 - d) Setting up of an Institute for the development of IT knowledge is a national need, which has received Government's priority;
 - e) Delay in the commencement of the project will increase its cost of construction;
 - f) IIT will operate as a fee levying institution;
 - g) The income of IIT will increase from the year 2002 with the increase of the intake of trainees which will exceed 1000 students, as explained by the CEO/MD of SLIT.

X. In view of this situation, the Board decided in the interest of the completion of the project as soon as possible, that the MHESTF should obtain a loan of Rs.175 Million from NDB on the terms laid down by NDB. MHESTF should bear the repayment cost up-to 1 ½ years, after the completion of the grace period. On the date of commencement of the 36th month after obtaining the loan as indicated in the repayment schedule submitted by the NDB (which is shown in page 19 of the relevant Board Paper of 35th meeting) the SLIT should look into the possibility of taking the responsibility of sharing the re-payment of the loan.

XI. Board directed the Chairman SLIIT to take action to find out additional sources of funding for further expansion of the project. It was further decided to ask the Secretary Ministry of Internal & International Commerce and Food to take suitable action to submit a Cabinet Paper seeking assistance from the Government as well.

XII. As mentioned in para 6 (b) of the Board Paper, approval was granted to sign a M.O.U. with the SLIIT.

04 **Mahapola Scholarships for the new Course and Revised Diploma Course in the SLIATE**

I Paper No. 2 relating to the request from Sri Lanka Institute of Advanced Technical Education (SLIATE) for granting of Scholarships was considered by the Board'

- a) Higher National Diploma in Management (HNDM) which was the revised version of the Diploma for Higher National Diploma in Commerce, for which the, Mahapola Scholarships were already being granted.
- b) National Diploma in Information Technology (NDIT), is the new course, introduced and the in-take of students will commence from this year.

Board approved the awarding of Malabar University for the course which was approved under the earlier name Higher National Diploma Commerce

111 The Board inquired about the Course contents and its level conducted by the SLIATE. Officials of the MHESTF explained that SLIATE has informed that the NDIT course has already been commenced at National Diploma level, parallel to other National Diploma Courses conducted by the Institute. The names of students have also been submitted by the Institute for Scholarship Awards as in the case of other Diploma courses.

111 The Board observed that various Institutions under similar names are conducting Information Technology Diploma courses and this should be looked into by the authorities in the interest of maintaining the standard of the course. It was observed that MHESTF has been awarding Scholarships for Diploma and Certificate Courses conducted by SLIATE which comes under the Ministry of Education and Higher Education.

1V Therefore, the Board of Trustees approved the award of Scholarships for this course under the following conditions:

- Scholarships will be granted for NDIT for 20% of the total students in- take annually.
- During the course period, 9 installments will be paid per academic year.
- Value of the monthly installment will be Rs 500/- as in the case of similar courses



MINUTES OF THE 36TH MEETING OF THE BOARD OF TRUSTEES OF THE
 MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (MHSTF)
 HELD ON MAY 10, 2001 AT 8.45 A.M.
 AT THE CHAMBERS OF HIS LORDSHIP, THE CHIEF JUSTICE

Present:

His Lordship, Sarath N. Silva Chief Justice	-	Chairman
Mr. B. C. Mannapperuma Secretary, Ministry of Internal & International Trade & Commerce, Shipping Development and Muslim Religious Affairs	-	Member
Prof. R. P. Gunawardena Secretary, Ministry of Higher Education and Information Technology Development	-	Member
Mr. B. C. Wijerathne	-	Member

Absent:

Hon. Rauff Hakeem Minister of Internal & International Trade & Commerce, Shipping Development and Muslim Religious Affairs	-	Member
Dr. (Mrs.) Tara de Mel, Secretary, Ministry of Education	-	Member
Mr. Kalinga N. Indatissa Attorney at-Law	-	Member

In Attendance:

Mr. D. A. Gunapala	-	Treasurer - MHSTF
Mr. Ranjith Thenuwara	-	Dy. Director - MHSTF
Mr. R. A. Piyaratne	-	Senior Asst. Secretary - UGC
Prof. M. Karunaratne	-	Chairman - SLIIT
Dr. Lalith Gamage	-	CEO/MD - SLIIT

Board of Trustees noted that Hon. Rauff Hakeem, Minister of Internal & International Trade & Commerce, Shipping Development and Muslim Religious Affairs, Dr. (Mrs.) Tara de Mel, Secretary, Ministry of Education and Mr. Kalinga N. Indatissa had indicated their inability to attend the meeting.

Board of Trustees welcomed the new Member Mr. S. G. Wijeratne, appointed in place of the former Member Dr. B. J. Masakorale.

1. CONFIRMATION OF MINUTES

The minutes of the 35th Meeting of the Board of Trustees held on 06.09.2000 were confirmed subject to the following correction.

Page 9, Sub paragraph 4 - The term "SLATE" should be corrected as "SLITATE".

2. MATTERS ARISING OUT OF THE MINUTES

(a). Proposed building complex at Attidiya

The Board of Trustees noted that in response to a Cabinet Memorandum dated 03.08.2000 of the Hon. Minister of Internal & International Commerce & Food, proposing to establish an Academy of Commercial Diplomacy the Cabinet had decided that a project proposal should be submitted to the Department of National Planning to enable the appraisal of the proposal. The Board of Trustees observed that this proposal is not feasible under the current context.

Prof. R. P. Gunawardena, Secretary, Ministry of Higher Education and Information Technology, stated that his Ministry was looking for a suitable site for a University project.

Board requested the Secretary, Ministry of Higher Education and Information Technology Development, to examine and report on the suitability of the land at Attidiya for the proposed project.

Board indicated that space for the Head Quarters of the Mahapola Trust Fund would also be provided here.

(b) Capital expenditure for the IIT, Malabe

The Board noted that the re-payment programme of the NDB loan, will be commenced in June 2002, after the grace period of 1 ½ years.

The Board pointed out that the feasibility of undertaking the repayment programme by the SLIIT has to be looked into taking into consideration its financial viability. However, after the 3rd year of the loan, SLIIT should be asked to take over the responsibility of the repayment of the NDB loan of Rs. 175 M.

(c) Other sources of Financial assistance to SLIIT

The Secretary, Ministry of Higher Education and Information Technology agreed to explore the possibility of obtaining Government assistance and other possible assistance from various sources for the future capital requirements of the SLIIT.

IIT MALABE PROJECT

The Chairman and the CEO/MD of the SLIIT highlighted the need for new projects to increase the earning capacity of SLIIT making use of the land at Malabe. Following two projects are currently under consideration by SLIIT.

(i) Software Development Park and Communication Centre

The aim of this proposed project is to set up a "Software Technology Park" for software development for the benefit of students and the software industry. Entrepreneurs engaged in IT Industry are ready to set up their permanent business blocks and laboratories at the Malabe IIT Complex. Therefore, they require some legal binding on the Land at Malabe owned by the Mahapola Trust Fund for a limited period of time.

The Board directed SLIIT to submit a comprehensive project proposal through the Ministry, for further consideration of the Board of Trustees.

(II) Communication Centre

This project proposal is aimed at setting up of a "Communication Centre" to provide data communication facility to local users on a commercial basis. This will be a joint project. The joint investor intends to set up a communication tower at the Malabe IIT complex using a portion of this land having main facility to IIT as data communication facility provider. The joint investor prefers to invest about Rs. 500 million if he is allowed to undertake this project.

Board of Trustees observed that this proposal should be studied further, taking into consideration the present disputes between Sri Lanka Telecom and other distributors on the handling of communication signals in Sri Lanka.

4. ADMISSION PROCEDURE OF STUDENTS TO SLIT

The Board was informed that those who have completed G.C.E. A/L four subjects under the old syllabus or three subjects under the new syllabus, in any subject-stream, are eligible to sit for the admission test to follow the Diploma Course conducted by the SLIT. Papers for the aptitude test are prepared by Senior Academics. Selections are made in order of merit at their entrance examination. The aggregate marks obtained at the G.C.E. A/L is not taken into consideration in this process. Under the present scheme those candidates who score high marks at the entrance examination and are able to afford the course fees may admit themselves to follow the course conducted by SLIT.

The Board of Trustees noted that with the commencing of courses at Malabe complex pressures might come to combine these courses to other IT training schemes at the national level introduced by the Ministry of Higher Education. In such a situation the course fee should not to be an obstacle for deserving students.

The Secretary, Higher Education and Information Technology Development agreed to look into this matter.

PROGRESS OF THE CONSTRUCTION WORK AND ACADEMIC PROGRAMME IN IIT, MALABE

The representatives of the SLIIT explained that the construction work at Malabe site is satisfactorily in progress. Therefore, academic programme at Malabe Campus can be commenced in January, 2002 with an intake of 1000 students.

The construction work of the main Academic building is expected to be completed by November, 2001, four weeks ahead of the plan. Auditorium building will be completed by the end of August, 2001, which is one week ahead of the programme and work of the Administrative block will be completed by the end of July, 2001 seven week ahead.

6. LEASING OF MALABE LAND TO THE SLIIT

The Board of Trustees observed that in the present context, education has become a high value service and a lucrative enterprise in the open market. The representatives of the SLIIT indicated their desire to enter into an agreement/understanding with Mahapola Trust Fund regarding Malabe land. The Board of Trustees asked them to submit suitable project proposals based on profit sharing schemes with the Mahapola Higher Education Scholarships Trust Fund.

Board of Trustees noted that the Attorney General (AG) has given his opinion by his letter No. E/05/2000 dated 28.08.2000 that the Board of Trustees can take a decision relating to its land. The Board agreed to look in to the proposals made by the representatives of SLIIT subject to following conditions.

- (a)** The property development proposals can be considered only if they are compatible with the objectives of the Mahapola Trust Fund. The Board of SLIIT may submit such proposals with the recommendation of the Ministry of Higher Education and Information Technology.

- (b) The Board of SLIIT comprises representatives of the Ministry of Education, Ministry of Higher Education, Mahapola Trust Fund, UGC, Universities and the General Treasury. In view of the substantial contributions from the Mahapola Higher Education Trust Fund to the SLIIT the Board of Trustees observed that an alternative arrangement has to be formulated instead of outright transfer of ownership of the land at Malabe utilize for the IIT Project at Malabe.
- (c) The Board further reviewed the rapid increase in its commitments for scholarships and the constraints to increase earning capacity. In view of the limitations to the interest earning capacity, it is necessary to explore the possibility of introducing new sources of income to the Mahapola Trust Fund.

7. **SCHOLARSHIPS AWARD FOR 2000/2001 - BOARD PAPER NO 36/01**

Board Paper Number - 36/01 on Scholarships Award for the Current Year was considered. A total of 6300 Scholarships for the Academic year 2000/2001 with the usual additional increase of 300 scholarships for 2001 was approved. These students were recommended by the University Grant Commission (UGC). In addition to the above Scholarships another 1000 Scholarships were approved for the other Higher Education Institutions for the same year. The Board noted that the total allocation for this year would be 7300 Scholarships.

Board decided to hold Scholarship Award Ceremony as in the previous years.

8. **FINANCIAL GRANT FOR THE POSTGRADUATE SCHOLARSHIPS (M.Sc.M.Phil/Ph.D.) - BOARD PAPER NO. 36/2**

The Board considered to Board Paper No. 36/2 and decided to award scholarships for a limited number of deserving students entitled for Postgraduates students at Local Universities.

Students entitled to Postgraduate studies at Local Universities/Postgraduate Institutes to be decided taking in to consideration annual income level of the Fund and its current commitments. Accordingly budgetary allocation for these scholarships should be provided annually having examined the above two factors. Two Scholarships for M.Phil/Ph.D. may be considered under this scheme. The procedure for selection set out in the Para. 05 of the Board Paper was approved.

The Subject area will be in accordance with para 02 of the above Board Paper. The selection should be done by a Board nominated by the Mahapola Trust Fund on the recommendation of the Secretary, Ministry of Higher Education.

Eligible candidates should be selected in accordance with the requirement set out in Para 05 along with any further procedures and requirements stipulated by the Ministry of Higher Education. The Course fee payable to the Institutes/Universities and a sum of Rs. 5000 for living and other expenses will be provided monthly. This will be decided case by case by the Mahapola Trust Fund Board, according to the recommendation of the Ministry of Higher Education.

(I) REVISION OF INCOME LEVELS FOR THE MAHAPOLA SCHOLARSHIPS - BOARD PAPER NO. 36/3

The Board considered the Board Paper No. 36/3 and decided to revise the present family income levels applicable in relation to the current salary levels and the cost of living. Under the revised scheme the basic parental income (family) should not exceed Rs. 120,000 p.a. The following concessions also to be added to the above income ceiling.

- (a) Rs. 15,000/- per school going child up to a maximum of three children in a family.
- (b) Rs. 20,000/- per child following a course of study in any University or Higher Education Institution in Sri Lanka.

(II) Special income level for Public Sector

The Board further decided to consider Public Sector employees as a special category in the selection process of the students for Mahapola Scholarships by the UGC. The special income levels applicable to them are as follows.

- (i) Basic parental income ceiling for Public sector employees should not exceed Rs. 144,000 per annum.
- (ii) The following concessions should be added to the above income ceiling.
 - (a) Rs. 15,000 per school going child up to a maximum of three children in a family.
 - (b) Rs. 20,000 per child following a Course of study in any University or Higher Education Institutions.

- (III) The employees in the Public Sector mean employees in the government, local government, Corporations and Statutory Bodies irrespective of whether they hold permanent posts.
- (IV) The Board approved the implementation of the revised parental income levels for all ordinary Scholarships with effect from University admissions on the results of the A/L Examination held in August 2000.

10. CRITERIA FOR AWARDING MERIT SCHOLARSHIPS - BOARD PAPER NO. 36/4

The Board Paper number 36/4 was considered and it was observed that the current Merit Scholarships scheme has not been targeted to the needy students. This scheme was initiated about 20 years ago. Major changes have taken place since then and the nature of the target groups also have changed. Therefore, Board decided to revise the Merit Scholarship scheme to incorporate recent changes, in the society.

- (i) Merit Scholarships will be limited to 10% of the total annual awards. The Board decided to reduce the present 20% of the total Scholarships on Merit to 10% for admission to be made by the UGC w.e.f. next admission. The Board considered the intention of the increase of Merits percentage from 10% to 20% in the year 1995, which was to target the children of the public servants. Now this will not be necessary, since under the new decision referred to in para 9 (II) they will be considered as a special category for selection for Scholarships from this year.
- (ii) This 10%, Merit Scholarships will be awarded to the students who are from families drawing an income of less than or equal to Rs. 360,000 per annum. The other conditions will be set out by the UGC. Income concessions for school going children and University students in the family are not allowed in the Merit Scholarship Scheme.
- (iii) Merit students whose family income is over Rs. 360,000 per annum will be awarded a Merit certificate and a plaque or a medal with Rs. 10,000 cash price, once and for all.
- (iv) All selections for Merit Scholarships should be done through an application procedure.

UGC will implement this scheme with the next admissions.

11. BUDGET FOR THE YEAR 2001 FOR THE MAHAPOLA HIGHER EDUCATION SCHOLARSHIPS TRUST FUND - BOARD PAPER 36/5

The recommendations of the Board Paper No. 36/5 were approved and the following observations were made.

- (i). Recurrent expenditure (including other expenditure for scholarship payments) has been increased.
- (ii). Capital expenditure on the IIT, Malabe project should be monitored. Utilization of the NDB loan, with capital expenditure allocated by Mahapola Trust Fund Budget for the project should be reviewed continuously.
- (iii). Repayment of Rs. 175m of NDB Loan to be worked out in future meetings.
- (iv). The Board noted that in the year – 2000 Rs. 3.1 M. of the Mahapola Trust Fund has been spent for the two Scholarship Award Ceremonies. Two Award Ceremonies were held last year due to the expedited admission programme implemented by the University Grant Commission.

12. PAYMENT OF AN INTERIM ALLOWANCE TO THE MAHAPOLA TRUST FUND STAFF - BOARD PAPER NO. 36/6

In terms of the Management Services Circular Nos. 5 & 7 dated 31.07.2000 and 11.09.2000 respectively, the Board approved the payment of a minimum amount of Rs. 600/- to Rs. 1000/- per month or 10% of the basic salary (excluding allowances) for the Mahapola staff w.e.f. 01.08.2000 and w.e.f. 01.10.2000 respectively.

13. ASSISTANCE FOR THE JOB ORIENTED TRAINING FOR YOUNG GRADUATES - BOARD PAPER NO. 36/7

Board considered the Board Paper No. 36/7 and requested the Secretary, Ministry of Higher Education and Information Technology to implement this as a pilot project of the Mahapola Trust Fund, and report on the success of the project. The Board decided to allocate Rs. 1 Ml. for this project.

Implementation should be done as proposed in para. 04 in the Board Paper under the supervision of Mahapola Trust Fund.

14. **CAPITAL EXPENDITURE FOR THE IIT, MALABE BUILDING PROJECT
NDB LOAN RS. 175 M - BOARD PAPER NO. 36/8**

The Board considered the Board Paper 36/8 and

- (I). Granted covering approval for the signing of the "Letter of Setoff" by Mr. S C Mannapperuma and Prof. R P Gunawardena as two Members of the Mahapola Higher Education Trust Fund. and
- (II). Approved repayment programme laid down under section 3:4 of the Article of the Agreement.

15. **FINANCIAL DERIVATIVES IN INVESTMENTS OF MAHAPOLA TRUST FUND
- BOARD PAPER NO. 36/9**

The Board paper 36/9 was considered and the Board was satisfied about the way in which investments are managed by the Mahapola Officials. The officials were able to get higher interest rates prevailing in the market. The Board noted that a major part of the Fund has been invested in Treasury Bonds to get higher interest for more than two years. The yield of interest at 21.2% p.a. was appreciated by the Board.

16. **2001 BUDGET PROPOSAL OF THE GOVERNMENT TO AWARD 1000
SCHOLARSHIPS IN INFORMATION TECHNOLOGY BY THE MAHAPOLA
BOARD PAPER NO. 36/10**

The Secretary, Ministry of Higher Education & IT Development stated that a new Board paper would be submitted with more details on this matter.

He mentioned that the Board has to take a critical view of the present scholarship scheme for the students studying in other higher education institutions and more attention should be paid for providing more scholarships for the IT field in the future. Board agreed to consider his request along with new proposals.

**17. PROGRESS REPORT OF THE MAHAPOLA TRUST FUND - BOARD PAPER
NO. 36/11**

Board Paper No. 36/11 was presented with the Progress Report of the Mahapola Trust Fund in the year 2000, which was submitted to the Parliament along with the Progress Report of the Ministry of Trade. Board noted the highlights in the following key areas in the Report.

- I. Increased number of Mahapola Scholarships recipients
- II. Enhanced scholarships payment
- III. Majority of University students gradually coming under the Mahapola Trust Fund scholarships Scheme.

The Secretary, Higher Education, pointed out that, in the selection of institutions for the award of scholarships, a rational procedure has not been followed, and up to now it has been done on an adhoc basis, on proposals presented to the Board from time to time. Therefore, he suggested to review the present list of institutions to adopt a more prudent policy on it.

The Institute of Chartered Accountants of Sri Lanka in the list is not the only professional body awarding qualifications in Sri Lanka. Other suitable Institutions are not included. In the same manner students in the Department of Animal husbandry, Sri Lanka Law College, Institute of National Technology, National Institute of Social Development, Open University etc. need not be included under this scheme.

Therefore, the Board requested the Secretary, Higher Education to submit a suitable policy for selection of Institutions in future. Board decided to inform present listed Institutions, that in the future this situation will not be continued for the scholarships awards and that they will be informed if they qualify for the scholarship awards after the revision of the system on the recommendations of the Secretary, Higher Education.

18. STAFF CHANGES IN THE MAHAPOLA TRUST FUND - BOARD PAPER NO. 36/12

The Board discussed the matters arising from the Board paper No. 36/12.

Mr. S. C. Mannapperuma, Secretary to Mahapola Trust Fund explained to the Board the present situation after the transfer of Mr. R. Thenuwara out of this Ministry to the Department of Public Trustees without replacement. Mr. R. Thenuwara, former Accountant of the Ministry has been working on a part time basis as Deputy Director of the Mahapola Trust Fund during the last years. This transfer will affect the work of the Mahapola Trust Fund. He mentioned that three staff officers were handling the Mahapola Trust Fund work in the past. Therefore, he drew the attention of the Board, to the need to retain Mr. Thenuwara on a part time basis and to employ three officials to work on part time basis as in the past, to continue Mahapola work with minimum cost. The Board agreed to this proposal.

The Board of trustees observed that this transfer will badly affect the work of the Fund and his experience on Fund Management will not be available to the Trust Fund. In view of this, Secretary to the Board of Trustees was empowered to make arrangements for Mr. Thenuwara to continue his service in the Mahapola Trust Fund on part time basis with the approval of the Public Trustees and the Secretary, Ministry of Justice.

The Board grants approval for Mr. Ranjith Thenuwara to serve in the Trust Fund along with Mr. D. A. Gunapala, Chief Accountant (Treasurer) and Mr. D. S. Gammanpila Accountant in the Ministry, in the position of Deputy Directors of the Mahapola Trust Fund. The Board granted approval for the payment of monthly allowance of Rs. 37500 to Mr. D. S. Gammanpila as well with effect from 12.03.2001.

**16 INTRODUCTION OF 'ATM' FACILITY FOR MAHAPOLA SCHOLARSHIPS
INSTALLMENT PAYMENT**

Board considered the Board paper No. 36/13 on the above matter.

Secretary, Higher Education and Information Technology Development, Prof. R P Gunawardena explained the proposal made by the GM, Bank of Ceylon, Mr. Sarath De Silva. The GM, and Mr. C. Samarasinghe, Asst. GM of the Bank of Ceylon were invited to the Chambers to explain details of the proposal to the Board of Trustees.

Under the present arrangements scholarship payments in the Universities of Peradeniya, Moratuwa and the Eastern University are being handled by the Bank of Ceylon branches in the respective Universities. Bank of Ceylon requested the introduction of ATM systems for the Universities of Peradeniya, Moratuwa, Kelaniya, Colombo, Sri Jayawardenapura and Ruhuna. Mr. Mannapperuma, Secretary mentioned that the payments in the Universities of Colombo, Kelaniya, Sri Jayawardenapura and Ruhuna are being handled by the People's Bank. Therefore, Board accepted the proposal made by the representatives of the Bank of Ceylon after inviting observations from the People's Bank as well, on their capability in handling a ATM system.

After examining the above proposal, the Board agreed to consider inclusion of the following Universities under the Bank of Ceylon ATM system.

University of Peradeniya
University of Moratuwa
University of Sri Jayawardenapura
Medical Faculty of University of Colombo (part)

The Board requested Secretary, Higher Education and Information Technology Development to negotiate with the People's Bank on this matter and report back to the Board on the feasibility of introducing ATM system by the People's Bank.

As Secretary to the Ministry of Information Technology, Prof. Gunawardena mentioned that he is very keen to introduce ATM system for scholarship payments as this advanced technology is being used all over the World. This advancement will develop aptitudes and awareness of the University students quickly. This will also benefit the IT Development in the Country. His Lordship the Chairman mentioned that this is a commendable innovation and agreed to introduce the facility. However this should be limited up to the same amount of their scholarships installment, which they are entitled. The Mahapola Trust Fund cannot take credit risk on this matter.

Under this arrangement monthly scholarships payments will be sent to the respective Banks by Cheques on the recommendation of the Universities on the students' progress. Payments will be monitored by the Mahapola Trust Fund with the communication of the relevant Universities. Students will be allowed to withdraw scholarship money at the ATM machine installed in the premises of each University. The Bank of Ceylon will install three machines in Peradeniya, one machine in Moratuwa, one machine in Jayawardenapura and one machine in the Faculty of Medicine in the University of Colombo.

However, each student must acknowledge the receipt of his scholarship payment in the beginning of each semester in the schedule presently used for such payment. In the case of students under supervision such scholarship money should be sent back monthly to the Mahapola Trust Fund by the Bank with the list of names if they do not withdraw. The Mahapola Trust Fund will not take the responsibility for any credit facilities offered by the Bank. The Bank of Ceylon should take the responsibility for payment of installments without any interruption.

The Bank of Ceylon agreed to issue ATM cards and pass books with an initial deposit of Rs. 100/- for each student, at the expenses of the Bank. Mahapola Trust Fund and the Bank will together work out the other requirements for the implementation of this proposal with UGC and Universities. Monthly reports should be sent to the Mahapola Trust Fund by the Bank confirming amounts credited to the student's accounts. This will be introduced in September with wide publicity for this programme.

The Coordination with students and other basic arrangements will be made by the Bank at the University level. It was also decided to organize the Inauguration Ceremony in September 2001 at the BMICHI with the sponsorship of the two Banks.

- Page 14 of 14 -

Subject to annexed - Chairman's continued.

**MINUTES OF THE 37TH MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD ON 13TH MARCH 2002
AT THE CHAMBERS OF HIS LORDSHIP, THE CHIEF JUSTICE**

Present:

His Lordship Sarath N. Silva Chief Justice	-	Chairman
Hon. Ravi Karunanayake Minister of Commerce and Consumer Affairs	-	Member
Mr. Harsha Wickramasinghe Secretary, Ministry of Commerce and Consumer Affairs	-	Member
Mr. Saman Ediriweera Secretary, Ministry of Tertiary Education and Training	-	Member
Mr. V K Nanayakkara Human Resources Development Education and Cultural Affairs	-	Member

In Attendance:

Mr. Ranjith Thenuwara	-	Treasurer
Mahapola Higher Education Scholarship Trust Fund.		

1. CONFIRMATION OF MINUTES

The minute of the 36th Meeting of the Board of Trustees, held on 10th May 2001 were confirmed subject to the following corrections;

- I Page 4, Item No.3, sub para (1) line 5 legal binding to be change to "Legally binding documents"
- II. Page 5 line 4 to be corrected as having communication facility to SLIIT
- III. Page 6 Item no. 5 line 6 & 7 – year to be changed to "2002"

Matters Arising Out of the Minutes

01. Opening Lalith Athulathmudali Auditorium

His Lordship the Chief Justice observed that the Malabe campus auditorium, which is nearing completion, could accommodate approximately 650 persons would be named the "Lalith Athulathmudali Auditorium". A decision has been taken to this effect at the Board of Trustees meeting held on 10 May 2001. Board of Trustees decided that a formal opening ceremony should be held after completion of work of the Auditorium.

02. Setting up a University with foreign assistance.

Hon. Minister of Commerce and Consumer Affairs stated that he had two suggestions to improve the activities of the Trust which he wished to present to the Board. The first was to establish an University in the South with the collaboration of a foreign University. Monash University in Australia had expressed interest to collaborate. This will attract foreign paying students e.g. from India and Pakistan. Around 100 Sri Lankan students would be enrolled under supervision of UGC and Mahapola Trust Fund on Full Scholarship. Sri Lankans could also be admitted on a fee levying basis.

His Lordship the Chief Justice observed that while this would save the country foreign exchange, but may involve the concept of private University education, which is a sensitive issue. Hon. Minister of Commerce and Consumer Affairs observed that the degree would be a foreign degree and would not thus entitle the local students to be treated apart with graduates from Sri Lankan Universities.

His Lordship the Chief Justice informed the Hon. Minister of Commerce and Consumer Affairs that conceptually there is no objection to this proposal but it would have to be formulated and implemented without allowing an opportunity to mischievous elements to build up public opinion adverse to the Trust.

(1) Re-organize and recommence of Mahapola Trade Fairs

Hon. Minister of Commerce and Consumer Affairs stated that the second recommendation was that when Mahapola Fairs are held in the Provinces, the proceeds from such Fairs should as far possible be used to benefit needy students from that locality.

It was agreed that subject to operational procedures being worked out this proposal could be considered for implementation.

04. Balance Payments to the contractors of SLIIT

Hon. Minister of Commerce and Consumer Affairs was informed that a sum of approximately Rs. 31.5 Million was due to the contractors for construction of the building for SLIIT. He stated that it would be appropriate, since the fixed assets had been funded by the Mahapola Trust for SLIIT to be vested in the Trust.

It was noted that SLIIT had been attempting to obtain a sort of proprietary interest in the premises and had obtained legal opinion from the Attorney General Department to effect that they could obtain a lease of the premises.

It was agreed that in accordance with the laws of Sri Lanka, both the land and buildings belonged to the Mahapola Trust.

His Lordship the Chief Justice observed that SLIIT was a company limited by guarantee, which did not declare dividends. **It was agreed that the SLIIT and its Board should be reconstituted to bring it within the framework of the Mahapola Trust.** Also it was agreed that since the Mahapola Trust came under the purview of the Ministry of Commerce and Consumer Affairs, that **SLIIT should also be brought under this Ministry.** Hon. Minister of Commerce and Consumer Affairs agreed to take up this

matter with the Government. His Lordship the Chief Justice expressed the view that it is logical to bring the SLIIT along with the Mahapola Trust under the Minister of Commerce and Consumer Affairs.

It was decided that while the management of **SLIIT should be given complete autonomy in all technical and administrative matters of SLIIT**, the Mahapola Trust should maintain a degree of control, for example fees to be levied for the courses provided by SLIIT should be fixed in consultation with the directorate of the Mahapola Trust.

All persons present at the Meeting agreed that the current management and technical staff of SLIIT had done an excellent job in developing the course content and in the administration of the Institute. There would thus be no need to reconstitute the management of the Institute when the measures suggested are implemented.

It was decided that Secretary, Ministry of Commerce and Consumer Affairs would initiate and complete action including the legal formalities of bringing SLIIT within the purview of the Mahapola Trust Fund.

With regard to the balance payment to the contractor it was agreed that an interim payment could be made and the balance settled in installments after the aforesaid measures are implemented.

05. Loan on SLIIT Building

With regard to the loan outstanding on the Malabe building His Lordship the Chief Justice stated that while the Mahapola Trust would service the loan for a period of three years, thereafter the management of SLIIT would take it over. This was the period during which the SLIIT was expected to build up its resources and become a financially viable institution.

06. Admission of Foreign Students to SLIIT

Hon. Minister of Commerce and Consumer Affairs raised the question of the possibility of admitting foreign students to SLIIT. He stated that since the **fees charged would have to be on a different basis** it could be a lucrative source of revenue. It was agreed that foreign students would be entitled to gain admission to SLIIT.

07. Investment of Mahapola Trust Funds

Hon. Minister of Commerce and Consumer Affairs informed the meeting that the interest rates presently paid by the Peoples Bank and the Bank of Ceylon in which Mahapola Trust Fund monies have been invested was around 10%. This was inadequate and an interest rate of around 20% should be contemplated which would result in additional resources being put into the Fund. His Lordship the Chief Justice remarked that since interest rates were coming down a higher return on investment of Trust Funds should be thought out and implemented to be increased.

Hon. Minister of Commerce and Consumer Affairs outlined a plan to acquire ownership of a Bank and operate on a commercial basis providing Mahapola Scholarship payment facilities also under same bank. The bank could then issue the students with ATM cards to withdraw cash. Students could deposit other money, as well into this account and their parents too could contribute towards the expenses of their education by depositing into the account any sum they could afford.

His Lordship the Chief Justice remarked that this was a good idea, especially in view of the fact that interest rates were coming down. He also stated that it may be possible for students to obtain loans against the balances in their savings accounts. It was decided that the implementation of this scheme should be proceeded with.

08. **Selection of Institutions for Mahapola Scholarship Award – Board Paper No 37/01**

In principle Board decided not to provide Mahapola Scholarships for employed students. Financial assistance for Open University will be considered on the recommendation from Ministry of Tertiary Education and Vocational Training (Ministry of Higher Education).

09. **Scholarship Award for 2001/2002 – Board Paper No 37/02**

The Board considered the above Board Paper and decided to award a total of 7000 scholarships for the Academic Year 2001/2002 with an additional increase of 700 scholarships for 2002 which were recommended by U.G.C. In addition to above 7000 scholarships another 1000 scholarships were approved.

10. **Payment of an interim allowance to employees of the public corporations – Board paper No 37/03**

In terms of Management Service Circular No.12 dated 18.01.2001 the Board approved the payment of Rs.1200/= with effect from 01.10.2001

11. **Increase of Mahapola Scholarship Allowances by 10% – Board Paper No 37/04**

The increase contemplated would involve on increase of 10% of the amount paid from the Mahapola Fund. The Fund would have to disburse an additional Rs.38.4 Million p.a. to meet the increase.

Consequent to the proposed increase, the revised monthly scholarship installment (inclusive of the Treasury contribution of Rs. 350/=) would increase to Rs.1650/= for Merit Scholarship and Rs.1600 for ordinary scholarships and Rs.650 /= for Technical Level Scholarships.

The increase would be effective from 1st April 2002.

It was agreed that the request made by student representatives to increase the monthly grant to Rs 2500/- was not acceptable. The students had cited malnutrition as a reason for making their request. It was noted that Mahapola Scholarship Funds were made available to meet expenses related to academic matters, and not to meet the requirements of students suffering from malnutrition which may be a national problem to be addressed from that perspective.

It was revealed that the 100% of the students entering the Science stream were covered by Mahapola Scholarship. There were no qualified numbers to meet the allocation. The excess was re-allotted to Arts students.

The Lordship the Chief Justice remarked that the emphasis should be employment oriented and development oriented courses.

12. Budget for the Year 2002 - Board Paper no. 37/05

The Board Paper No 37/05 was approved by the Board of Trustees. The Board noted that contribution to the accumulated fund was declining annually. Therefore entering into new income earning projects are needed to be implemented.

13. Advance moneys for Universities – Board Paper no 37/06

A problem has arisen with some students commencing their academic courses before they were selected for Mahapola and thus not receiving monies from Mahapola after commencing academic activities. The Treasurer stated that he had conferred with the Rectors of the Universities and had reimbursed in full the sums advanced to students in lieu of their Mahapola payment. A scheme had been worked out with the Universities where Mahapola would advance monies payable prior to the award of Scholarships.

His Lordship the Chief Justice stated that there should be no room for payments to be in arrears, and students should receive funds when they commenced the academic course.

Board approved the proposal for payment of advance moneys to Universities before scholarship payment subject to recovery from the scholarship grants.

14. Scholarship to the Institute of Worker Education – Board Paper No 37/7

It was agreed that Mahapola was an award to needy students and those who were employed did not qualify. Under the rules Board decided to apply that principle for the Institute of Worker's Education also.

15. Renaming of the SLIIT on Malabe Institute of Information Technology (MIIT) – Board Paper No 37/8

His Lordship the Chief Justice observed that the name SLIIT may have to be kept but be designated as the Mahapola Campus. Since SLIIT has other education centers in Kollupitiya, Kamburupitiya and there may be legal implications, it was suggested to rename as SLIIT, Mahapola Campus.

Board approved the name of SLIIT, MAHAPOLA CAMPUS Malabe.

16. Setting up of Projects Division – Board Paper No 37/9

Hon. Minister of Commerce and Consumer Affairs stated that Mahapola Trust Fund is currently handled by public officials on a part time basis. Annual scholarship award is the main activity of the Fund. It is his intention to introduce new projects as explained in the Board paper related to the other objectives of the Act. Therefore restructure the Organization Chart of the Fund and introduce a Projects Division as indicated in the Board Paper was approved. It was agreed that the Project Division will be headed by Ms. Sharmila Perera Attorney at-Law who had been associated from the very inception

Mr. Mahipala be nominated as Director General. The other two Directors of the Division shall be Mr. Saminda Jayasekara and Mr. Rukmal Perera. They will be placed on a monthly remuneration a sum of Rs. 30,000/=, Rs. 20,000/= and Rs.20,000/= respectively.

Approval also granted for the Projects Division (PD) budgetary allocation from the main Budget of around Rs.24 Million and a full time staff of 11 persons including support staff. Among the projects listed to be carried out by the Division are establishment of a Mahapala Headquarters; the establishment of an international University; vocational and technical skills development centre; distance education especially the learning of the core subjects such as English, Maths and Science, English through the TV media etc,. All these projects would be implemented in such a way as to generate income and strengthen the financial capacity of the Mahapala Trust Fund.

The Chairman the Chief Justice observed that those are useful measures to diversify the activities of the Mahapala Trust.

Hon. Minister of Commerce and Consumer Affairs stated that the salaries of the Project Division staff would be in conformity with governmental salary scales and would be submitted for Board approval. Also, each project would be submitted in advance for appraisal of the Chairman before it was submitted to the Board for approval.

Chairman noted that the staff of the present treasury division will continue as same and M.T.F will come into Organization Chart of the Mahapala Trust Fund.

17. Request for Increase in Parental income of Scholarship Holders – Board Paper No 37/10.

Hon. Minister of Commerce and Consumer Affairs stated that the threshold income of a parent for eligibility had been increased from Rs.90,000/=p.a. to Rs.120,000/=p.a progressively the eligibility of parents income could be increased to the cutoff of the

income TAX PAYE scheme which was currently Rs 144,000/ p.a. It was decided to reconsider this matter after the 2002 budget.

**18. Revision of the Loan Scheme for the Mahapola Scholarship Trust Fund
Permanent Staff-Board Paper No. 37/11.**

The Board Paper No. 37/11 was approved by the Board of Trustees, subject to the condition that the loans thus given should be reported to the Board of Trustees at their Board Meeting.

19. Mahapola Land at Attidiya – Board Paper No. 37/12

Hon. Minister of Commerce and Consumer Affairs remarked that of the property owned by the Trust at Atthidiya Road, Ratmalana had not been utilized.

Hon. Minister of Commerce and Consumer Affairs undertook to get the properties vested in the Mahapola Trust Fund by the UDA & utilize them for productive purposes.

It was proposed to exchange of Mahapola Trust Funds 3.11 acres of land in Attidiya to suitable land in Sri Jayawardanapura Kotte was approved for the Mahapola Head Quarters under the new project. Hon. Minister Commerce and Consumer Affairs agreed to take action with the relevant Minister.

20. Amendment to Act No 66 of 1981 – Board Paper No 37/13

Hon. Minister of Commerce and Consumer Affairs stated that it was intended to expand the Board to accommodate expert members and have broader representation. Also to enhancing the earning capacity of the fund to provide more funds for skills development of youth. It was necessary to look beyond Treasury Bonds. His Lordship the Chief Justice stated it may be necessary to amend the Act.

Hon. Minister of Commerce and Consumer Affairs stated that he would take action accordingly.

Am Jumi
19/5/02

*Subject to amendment - minutes
has emphasized.*

**MINUTES OF THE 39TH MEETING OF THE BOARD OF TRUSTEES OF THE MAHAPOLA
HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD ON 05TH FEBRUARY 2003
AT THE CHAMBERS OF HIS LORDSHIP, THE CHIEF JUSTICE**

Present :

- His Lordship Sarath N. Silva - Chairman
Chief Justice
- Hon. Ravi Karunanayake - Member
Minister of Commerce and Consumer Affairs
- Mr. Harsha Wickramasinghe - Member
Secretary, Ministry of Commerce and Consumer Affairs
- Mr. Saman Ediriweera - Member
Secretary, Ministry of Tertiary Education and Training
- Mr. V. K. Nanayakkara - Member
Human Resources Development Education and Cultural Affairs
- Dr. Wickrama Weerasooria - Member

Excused :

- Mr. Daya (Ira) Athulathmudali - Member

In Attendance :

- Mr. Namini Thenuwara - Treasurer
- Mrs. S. Perera - D.G. (P)

Confirmation of minutes

The minutes of the 38th meeting of the Board of Trustees held on 20th August 2002 and the decision by circulation of the Board paper No.38/02 (a) were confirmed subject to the following amendments.

Page 6- Item 9- to amend line 4 of paragraph (i) to read as follows;

" This payment should be deducted from the students' grants of the Mahapola Scholarships awarded to Merit Scholars of higher income group, who received a once and for all grant of Rs.10,000/- " in future.

ii. Paragraph (ii) of item 9 to be amended to read as follows;

" The deductions made out of the students' grants of the Mahapola Scholarships shall be credited to a fund under the Trust of the Mahapola Graduates' Foundation, to be utilized for the purpose of setting up a Trust Fund to assist secondary & tertiary education, with suitable regulations approved by the MTF. This fund should be managed jointly by the Mahapola Graduates' Foundation & the Mahapola Board of Management. "

To correct the typographical error in line 5 of item 12 (page 7) to read as "well wishers".

**02. BOARD PAPER - 39/01 - Budget for the year
2003 - MHESTF**

The budget for the year 2003 presented for approval was considered and the following observations were made;

(a) As the interest rates are being reduced by the Central Bank periodically, the main income of interest income of investments are deteriorating rapidly resulting in the reduction of projected incomes. Therefore, servicing of present commitments in the very near future will be a problem.

(b) The income due from the Development Lottery is not being received as expected.

(c) The Capital & Recurrent Expenditure of the Trust has increased with the introduction of the new projects;

The trustees requested the Honourable Minister to be vigilant of the income of the fund and ensure that scholarship grants are given priority over any other expenditure and to resolve the issue regarding the share of profits of the Development Lottery with the President's Fund equally.

Mr. Weerema Weerasooria requested that he would like the Board to record that it was he who introduced the concept of the Development Lottery in 1982 and retained the investment from the MTF & the President's Fund.

The Board approved the budget proposals.

scholarships
grant of

BOARD PAPER - 39/02 - Management Agreement with SLIIT to manage the Mahapola Campus

The Trustees requested Dr. Weerasooria and the MBM to resolve the remaining issues regarding the Management agreement .

It was also noted that the SLIIT has a credit balance of the GST from CSIR on construction payments to the MTF. Balance due to ICC may be settled using this credit balance.

The Board authorized the Secretary and Dr. Wickrema Weerasooria to sign the Management Agreement on behalf the MTF.

As the objective of the Mahapola Trust Fund is to assist students pursuing higher education, the Board of Trustees decided that students' fees for courses conducted by the SLIIT Mahapola Campus should be within the range of an average income level of students and should not be increased without prior approval of the MTF.

following

BOARD PAPER - 39/03 - Establishment of an Asset Management Company

The Trustees discussed this proposal at length, and decided to grant approval in principle, to establish a Company under the name of 'National Wealth Corporation, for the purpose of managing the investments of the Trust. The Trustees recommended that since Dr. Wickrema Weerasooria (Trustee) is to be nominated as a member of the Company he should get involved in the formation of the Company including the drafting of the Articles and ensure that adequate mechanisms are in place to protect the Trust assets and interest.

The Trustees further decided that the investment in the Company will be Rs.150 m and the MTF will reserve the right of appointing directors of the Company so long as the Assets of the MTF are managed by the Company.

The Secretary should prepare a set of guide lines to be followed by the Company in managing the Funds of the Trust and sign an MOU with the directors to that effect.

BOARD PAPER - 39/04 - Re launching of the Mahapola Lottery

The Board of Trustees considered the proposal and requested Dr. Weerasooria to study the implications and make a recommendation to the Board. It was decided to obtain a suitable legal opinion regarding the validity of the earlier approval granted to conduct the Mahapola Lottery. In the event of the approval being in order approval was granted to pursue the matter further.

BOARD PAPER - 39/05 - Insurance Policy for students following higher education.

The Trustees considered the proposal to grant an insurance cover to students following higher education (including the A/L students).

The Proposal to implement an insurance scheme for the students was approved. The founder Trustee was requested to negotiate for the best scheme to be implemented.

BOARD PAPER - 39/06 - Guidelines for setting up of a Trust fund by the Mahapola Graduate's Foundation

The Board approved the proposed guidelines for the Trust Fund to be created by the Mahapola Graduates Foundation and requested the Director General of the MBM to ensure that the objects of the Trust does not overlap the objects of the Mahapola Trust Fund.

BOARD PAPER - 39/07 - Projects for 2003 - Mahapola Board of Management.

The Board discussed the proposed projects. The Trustees were of the view that the MBM should pursue possibilities of obtaining foreign funding from international donor agencies too for the national convention centre.

The proposal to arrange a loan without disturbing the investments for the construction of the head quarters if the necessity arose was approved.

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the funding for the project will be released without disturbing the investment plans. The Secretary (M.T.E.&T.) proposed that Skills development should also be included in the area of training under the Global Children's' Village Programme. The UGC informed that it would be easier if the monies for the Pharmacists be released direct to the Vice Chancellor of Sri Jayawardanapura University rather than the UGC.

The Honourable Minister informed that foreign funding too was available for the Media Journalism school. The Chairman stated that when funds are released for the Model school project, steps should be taken to call for estimates for approved improvements.

The Chairman stated that the proposed projects are all worthwhile. However, when monies for projects are released, a careful control of the financial situation and the cash flow should be kept. Honourable Minister assured the Members that there would be no shortfall that would adversely affect the scholarship disbursement.

Weerasooria explained the proposed awareness campaign and requested funds for initial expenditure.

The project proposals for 2003 were approved.

BOARD PAPER - 39/08 - Establishment Matters

The Board considered the contents of this Board Paper and granted approval to extend the contract of employment of the Director General & the two Directors (who were initially employed on a contract for one year) to five years.

The Board further decided to confirm the Trainee Project Officers who complete their training period of six months successfully and appoint them to the posts of Project Officers and place them on the initial of the scale applicable to the post. These appointments will take effect from the date on which they complete their period of training. Approval was granted to confirm the Trainee Computer Application Officer who has completed the training successfully and place him on the initial of the relevant scale.

The Trustees decided to confirm the Driver and the Peon who have completed six months of uninterrupted employment on casual basis and place them on the initial of the scale applicable.

10. BOARD PAPER - 39/09 - Consultant to the MBM

The Board approved the appointment of Mr.V.G.B. De Mel as a Consultant on all inclusive allowance of Rs.43,500/- p.m. on out sourced basis.

11. BOARD PAPER - 39/10 - New Appointments - Creation of a post of Director

The Board granted approval for the creation of an additional post of Director to the Mahapola Board of Management and to appoint Mr.Methsiri Paranavithane, Attorney at Law to the post with effect from 17/02/2003. This appointment will initially be for a period of one year on the same terms that was applicable to the post in the first instance.

12. BOARD PAPER - 39/11 - Staff Matters - Appointments on contract basis

The Board approved the following appointment on contract basis for one year;

- (a) Mr.Janaka Pushpakumara as Project Coordinator (Educational Affairs) on contract basis to implement the educational projects No.2 & 4 on an allowance of Rs.8,000/- p.m. + travelling.
- (b) Mr.J.Ananda as Field Officer (Religious Education Programme) on contract basis on an allowance of Rs.7,000/- + travelling.
- (c) Mr.Keerthi Rajapakshe (Project No.7) on contract basis on an allowance of Rs.7,500/- + travelling and to assign him to the Mahapola Graduates' Foundation as the Programme Implementer.
- (d) The Trustees noted the appointment of an Accountant on outsourced basis on the agreed terms with Ford Rhodes.

The Board noted that the allowances payable to (a), (b) & (c) are included in the relevant budgets of the projects approved under Board Paper No.30/07.

WARD PAPER - 39/12 - Staff Matters

Granted approval to appoint;

Mr. D.M.I. Dayawansa (Accounts Assistant) to the post of Data Entry Operator in the Treasury Division w.e.f. 01/01/2003 in accordance with the rules applicable to the post.

To appoint Miss. D.H. Samaraweera (Casual Employee) to the post of Accounts Assistant to the Projects Division and place her on the initial of the scale applicable to the post.

To employ Mr. D.D. Wimalakeerthi (A.O.) after his retirement on an outsource basis for the Treasury Division to ensure the smooth operation of the scholarship grants of 2002/03 on rules applicable for such employment.

WARD PAPER - 39/13 - Staff Matters - Emoluments & Allowances.

Trustees approved the recommendation to revise the allowance & emoluments to the staff employed by the MTF and requested the Founder Trustee to decide on the revisions based on the responsibility & volume of work handled by them.

Board approved the increase of the attendance allowance of Rs.750 p.m., paid to staff of the Treasury Division to Rs.1,000/- w.e.f. February 2003.




S. H. S. S. S.
S. H. S. S. S.

SANDUN S. GAMAGE (LL.B)
ATTORNEY AT LAW,
AND NOTARY PUBLIC,
COLOMBO.

AGREEMENT

No 11

This Agreement is made this Nineteenth day of March Two Thousand and Three (2003) by and between The Mahapola Higher Education Scholarship Trust Fund having its registered office at No.21, Vauxhall Street, Colombo 2, herein after called and referred to as the **MTF**, and The Sri Lanka Institute of Information Technology (Guarantee) Limited; having its registered office at 16th Floor, BoC Towers, No.28, St. Michael's Road, Colombo 03 herein after called and referred to as the **SLIIT**.

The MTF is a charitable Trust incorporated by an Act of Parliament bearing Act No. 66 of 1981 with one of its objectives being to set up and assist the management of higher educational Institutes in Sri Lanka and with the aim of achieving this objective, has constructed and set up an Institute known as the Mahapola Campus in the land owned by the said Trust at New Kandy Road, Malabe.

The SLIIT is a duly incorporated Guarantee Company under the Companies Act No 17 of 1982 and is engaged primarily in managing educational Institutes to teach Information Technology in Sri Lanka

The MTF has decided to engage the services of the SLIIT to set up and manage an educational Institute to teach Information Technology, named the Mahapola Campus at the building complex built on a portion of land solely owned by the MTF on the basis herein after set forth.

1. Definitions

The following terms as used in this Agreement shall have the meaning as defined with respect to each such term.

- (a) **Effective date.** 'Effective date' in the first instance shall mean the date on which the Mahapola Campus was first established and the SLIIT first began its operations at Malabe Campus (January 2002) and there after on the date on which of this Agreement was authenticated by the signatories to this instrument
- (b) **MTF** - shall mean the Mahapola Higher Education Scholarship Trust Fund and its authorized officers.
- (c) **The SLIIT** - shall mean the Sri Lanka Institute of Information Technology (Guarantee) Limited; and its authorized officers
- (d) **Mahapola Campus or Campus** - shall mean and include the portion of land and buildings standing therein, situated at New Kandy road, Malabe and solely owned by the Mahapola Higher Education Scholarship Trust Fund.
- (e) **Investment** - shall mean and include the value of the land together with the buildings constructed thereon and all the other resources, equipment owned by the MTF and all the net profit generated by this investment.
- (f) **Assets** - Shall include all tangible and assets for which funds have been provided by the MTF, including all furniture, fittings, equipment movable and immovable and all academic curricular adopted & developed especially for the Mahapola Campus.

In consideration of the above, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

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2. Recitals;

The above recitals and definitions are a material part of this Agreement.

- (a) The MTF hereby agrees to appoint SLIIT to manage the SLIIT Mahapola Campus situated at New Kandy Road, Malabe.
- (b) The SLIIT hereby agrees to manage the SLIIT Mahapola Campus.

3. Term

This Agreement shall run in the first instance for a period of 8 years from the date on which the Campus was first established (January 2002) hereinafter referred to as the 'effective date' and extendable for a further period subject to the due performance of this Agreement.

The Agreement may be renewed further, provided that both parties are willing and agreeable to extend the same.

4. Conditions of contract

- (a) SLIIT shall ensure that they will not in any way act in contrary to the objectives and the social responsibility of the Mahapola Higher Education Scholarship Trust Fund and shall act according to the guidelines set out by the Board of Trustees when managing the said Campus.
- (b) The MTF so long as the SLIIT is managing the Mahapola Campus shall have the right where it is deemed necessary to appoint two additional directors possessing academic and/or professional qualification, to the Board of the SLIIT. It is further agreed that the MTF has already nominated two directors to the Board of the SLIIT and these appointments shall be valid for a period of 5 years from the date of their first appointment unless terminated earlier.
- (c) The financial obligations and activities of the Campus shall be guided by the clauses in Exhibit A & B of this Agreement.
- (d) The SLIIT shall maintain full control of the investment made by the MTF and ensure that the educational objectives are strictly enforced.
- (e) The SLIIT shall ensure that all the income and the assets of the Mahapola Campus of the SLIIT will be utilized only for the purpose of advancement of educational opportunities and not for any other branch of the SLIIT or for any other commercial purpose directly or indirectly which will not correspond to the objectives of the MTF.
- (f) The SLIIT shall ensure that any surplus income accumulating to any sum more than Rupees One million for a calendar year, and not related to the day to day activities of the Institute, or profits earned out of the activities of the Institute or any tangible or intangible assets invested in the SLIIT Mahapola Campus shall not be out sourced, mortgaged, pledged, or transferred in any manner unless expressly authorized by the MTF in the manner described in this Agreement.
- (g) The SLIIT in keeping within its objectives, shall be responsible for the entire management of the Mahapola Campus including the preparation of curriculum, arrangements for conducting of examinations, enrollment of students, engagement of academic staff, and management and maintenance of infrastructure and its legal commitments within the guidelines set out by the Board of Trustees of the MTF and as may be amended from time to time. However, the SLIIT will consult the MTF with regard to any proposed increase in student fees.
- (h) The overall management and supervision of the said Campus shall be under the SLIIT and all acts done in the interest of the development of the said Campus shall be done with the concurrence of the MTF.

(*)

- (i) The collection of income from academic courses conducted by the said campus and make expenditure necessary for the benefit of the said Campus shall be the responsibility of the SLIIT.
- (j) The SLIIT shall be responsible to draw up a corporate plan and a development plan as a rolling development plan up to five years and extendable for a further period of five years and submit it to the Board of Trustees of the MTF within a period of six months of signing this Agreement.
- (k) The SLIIT shall ensure that all investments of the said Campus are value added and viable ventures and any future development plans of the said Campus shall not be dependent on the resources of the MTF.
- (l) The Board of Trustees reserves the right to make recommendations on development measures with regard to the Campus.
- (m) Any surplus derived out of the income generated from the activities of the SLIIT-Mahapola Campus shall be credited to the MTF after deducting the agreed management fee after the end of each year and before the 30th of June of the following year. No other investment should be done without the prior consent of the Board of Trustees of the MTF. However the Board of Directors of the SLIIT may request in terms of paragraph (m) the approval of the board of Trustees of the MTF to maintain a reserve account for the purpose of future development of the Campus and the MTF shall make available any funds out of this reserve account that may be required for such development.
- (n) SLIIT recognizes the fact that the MTF has obtained a substantial loan from the NDB for the purpose of establishing the SLIIT Mahapola campus and the SLIIT shall make every endeavor to meet the commitment of the installment payment once the institution is financially viable.
- (o) SLIIT shall submit the annual accounts relating to the Campus to the board of Trustees of the MTF within one month after the annual accounts being passed by the board of Directors of the SLIIT or on or before the 30th July every year, whichever is earlier.
- (p) The MTF shall have the right of appointing an independent team of persons consisting of competent managers & auditors to inspect and assess, management and accounts of the Campus and SLIIT is obliged to facilitate the smooth conduct of such activity. The MTF reserves the right to appoint a team of qualified Academics and competent persons to evaluate any new course or courses that may be introduced by the SLIIT that may not fall within the purview of the University Grant Commission in order to assess the quality of education.
- (q) In consideration of the management services to be provided by the SLIIT in terms of this Management Agreement, the SLIIT is entitled to deduct the payments described in Exhibit B annexed hereto, annually as management fees.
- (r) The SLIIT shall ensure that the facilities including space and equipment of the Mahapola Campus is utilized to the full capacity to ensure its profitability and in the event of the Campus premises being under utilized, the MTF shall by mutual agreement take appropriate measures for utilization of the facilities of premises within the objectives of both institutions.
- (s) The SLIIT shall take necessary steps to implement the decision taken by the Board of Trustees to name the Malabe campus the "MAHAPOLA CAMPUS" and the new auditorium "LALITH ATHULATHMUDALI AUDITORIUM" on signing this Agreement and ensure the display of these names conspicuously in the premises.

- (t) The SLIIT shall ensure that the quality and the standard of the academic courses are maintained at all times and keep the MTF indemnified of any legal liability that may be made against the Campus authorities.
- (u) SLIIT shall be responsible for the maintenance of necessary safety standards required by the governmental agencies and obtain the necessary insurance coverage.
- (v) SLIIT shall not engage themselves in any activity that is in conflict with the interest of the Mahapola Campus.
- (w) In the event of this agreement being terminated by maturity or otherwise the assets funded by the MTF (in terms of the assets register to be maintained by the parties) will remain the property of the MTF and any compensation due in lieu of intellectual property may be decided upon as may be provided elsewhere in this Agreement.

5. Additional document and acts

Each party agrees to execute, acknowledge & deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby, and each party agrees to act in good faith and fair dealing in facilitating, maintaining and carrying out the duties and obligations of the Agreement.

6. Arbitration

Any controversy or claim arising out of this agreement, the interpretation of any provision hereof, or the action, inaction or breach of any party hereunder shall be settled by arbitration in Colombo by an arbitrator appointed on mutual consent, whose decision shall be final & binding on the parties.

7. Assignment

Either Parties' interest in this Agreement shall not be sold, assigned, pledged, encumbered, or transferred, leased or sub leased by that party without the written consent of the other party.

8. Authority

The parties hereto represent and warrant that they possess the full and complete authority to covenant and agree as provided in this Agreement and the parties herein not being natural persons, the signatories of the non natural persons represent and warrant that he or she possesses the authority and has been authorized by the entity to enter into this Agreement on the entity's behalf by resolution or upon the authority derived from the entity on whose behalf the signatories are executing this Agreement.

9. Binding effect

This Agreement will be binding upon, and inure to the benefit of the parties, and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, nor shall be construed to confer upon or give any person, partnership or corporation, other than the parties, their successors, and assigns any benefits, rights, or remedies, under or by reason of this Agreement, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any party to this Agreement except to the extent of any contrary provision herein contained.

10. Construction

In the event of a dispute hereunder this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party hereto or on the ground that such party drafted or caused to be drafted this Agreement or any part thereof.

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11. Entire Agreement

This Agreement and any exhibits attached hereto or mentioned herein reflect the final expression of the parties' agreement and contain a complete and exclusive statement of the terms of that agreement which such terms supersede all prior oral and written agreements or statements by and among parties. There are no other Agreements representations, or warranties not set forth herein. No representation, statement, condition, or warranty not contained in this Agreement or its attached exhibits will be binding on the parties or have any force or affect whatsoever.

12. Exhibits

All exhibits/schedules attached hereto or mentioned herein this Agreement are incorporated by reference for all purposes and shall be treated as if set forth herein.

13. Force Majeure

Any party shall be released from its obligations under this Agreement in the event that an act of God, war, riot, fire, strike, or other labor dispute, epidemic or governmental law or regulation, or other causes beyond the control of that party, render performance by that party impossible.

14. Governing Law

The Parties to this Agreement agree that all question respecting the negotiation, construction, interpretation, or enforcement of this Agreement, or the rights, obligations and liabilities, of the parties hereto, shall be determined in accordance with the applicable provisions of the laws, currently prevailing in the Country.

15. Indemnification

Each party shall indemnify the other against any or all claims, demands, losses, costs, obligations and liabilities that the party may incur or suffer as a result of the other party's breach of any agreement, covenant or warranty in this agreement.

16. Modification

The provisions of this Agreement may be waived altered, amended, modified, or repealed, in whole or in part, only by the written consent of all parties to this Agreement.

Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee, joint venture or agent of the other party, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain independent and responsible for its own actions. Furthermore, each party shall not use the name or credit of the other party in any manner that is detrimental to the other nor incur any obligation in the other party's name.

17. Non-Waiver

The failure of any party to insist upon prompt and punctual performance of any term or condition in this Agreement, or failure of any party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not construe a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion, unless expressly provided for herein.

18. Notices

Any notices or other documents to be given or to be served upon any party hereto in connection with this Agreement must be in writing, which may include facsimile and will be deemed to have been given and received, when delivered to the address specified in this Agreement.

19. Termination.

This Agreement will be in force for the entire period for which it has been entered, subject to the parties hereto performing and maintaining the obligations and responsibilities agreed hereto, whereupon the party affected by such non performance shall give notice of not less than six months of its intention to terminate this agreement prematurely.

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The party giving such notice shall give sufficient time (taking in to consideration the time required by students from 1-4 years to complete their course of studies) to the other party to make the necessary arrangements to ensure that the academic activities of the students are undisturbed and could be continued without hindrance.

The parties may seek remedy for such situation by amicable settlement or by arbitration as herein before provided.

20. Compensation

Any party aggrieved by the breach or premature termination of this Agreement seek compensation either amicably or by arbitration.

21. Fees

Any legal fees, stamp or any other duties payable in respect of this Agreement shall be borne by both parties in equal shares.


IN WITNESS WHEREOF the parties have duly executed this Agreement and three other of the same tenor and date as these presents at Colombo on this Nineteenth day of March 2003.

**MAHAPOLA HIGHER EDUCATION
SCHOLARSHIP TRUST FUND**

1. 
Trustee


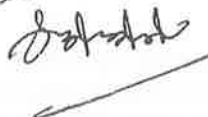
2. 
Trustee/Secretary to MTF

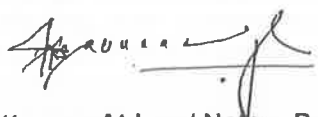
**SRI LANKA INSTITUTE
OF INFORMATION TECHNOLOGY**

1. 
Chairman

2. 
Managing Director/ CEO -

WITNESS

1. 
2. 


Attorney At Law/ Notary Public

CONFIRMATION OF THE MINUTES

The Board of Trustees confirmed the minutes of the 43rd Board meeting.

MATTERS ARISING OUT OF THE MINUTES

41st Board of Trustees Meeting

As per the section 'c' of the para 01 and section 'e. iv' of the para 02, of the minutes of the 43rd Board Meeting, Secretary of the Mahapola Higher Education Scholarship Trust Fund submitted a special Paper under the capture of "Non Confirmation of the Minutes of the 41st and 42nd Meeting" regarding the relevant issues of the previous meetings of No. 41 and 42.

Accordingly the covering approval was granted for the matters referred to in the Board papers No. 41/03, 41/07, 41/08 and 41/13(A) of the 41st Board of Trustees Meeting, considering the fact that several decisions of the above 41st meeting have been implemented during that period.

The Board noted that the matters referred to in the Board Paper 41/02 have been covered by the Board of Trustees by its latest decision at the 43rd Board Meeting for enhancement of scholarship payment up to Rs. 2000/- p.m. under the item No. iii of the para 14.

The Board decides to continue with the difference of Rs. 50/- between the Merit and Ordinary scholarship recipients, which was maintained from the inception. This preferential treatment is required to encourage the Merit students.

BOARD PAPER NO 44/01 – LAND FROM UDA FOR 50 YEAR LEASE AGREEMENT – LAMIC

Approval was granted by the Board of Trustees to reallocate the land as a minimum offer to recover all expenses incurred by the Mahapola Trust Fund including the opportunity cost of the fund.

BOARD PAPER NO 44/02 – FUTURE OF THE NWCL

The Board of Trustees discussed the issues related to NWCL, its present Fund Management Company. It was stated that the NWCL has to engage in fairly high risk activities to earn high profits as they involve high financing operations.

However, all the wealth of the Mahapola Trust Fund has already been handed over to this Company. Therefore the MTF was of the opinion that a proper control of the NWCL be undertaken for the monitoring of its activities. Accordingly the Board of Trustees decided to implement the following decisions.

- i. Request to release 01st and 02nd quarter revenue generated by the NWCL/ NWSL utilizing the Mahapola portfolio for Mahapola activities.
- ii. Direct the NWCL to declare dividends for the shareholder
- iii. On the recommendation of the Hon. Minister Mr. K.D.A. Dayananda, Chief Accountant of the Ministry of Finance was requested to assess viability of NWCL and report to the Board of Trustees independently.
- iv. Reconstitute the Board of the NWCL and its all subsidiaries by nominating, the following Directors to the Board of the NWCL.
 - a). Mr. Lakshman Watawala
 - b). Mr. Sarath Silva
 - c). Mr. Thilan Wijesinghe
 - d). Mr. M. Boyagoda
- v. The MTF Board empowered the Hon. Minister to appoint any further suitable person for the NWCL appropriable.

Call for status report from the new Board of Directors within a month.

- vii. Appoint an Internal Auditor for consultant Checks and balances and a new External Auditor overall monitoring.

BOARD PAPER NO 44/03 – REQUEST FOR THE INCREASING OF NUMBER OF SCHOLARSHIPS

The request for the increase of number of Mahapola Scholarships from 20% to 60% for the annual student's intake to the SLIATE was considered by the Board of Trustees. The Board considered the expenditure involved for this request and committed expenditure that has to be undertaken by the Board of Trustees for scholarships for future period up to 4-5 years. However, the Board decided to consider this request favorably since this request has been receiving continuously from the institutes as essential requirement.

The Board of Trustees finally decided to increase the number of scholarships up to a minimum of 30% of the intake students' population from the next. The Board noted that the total cost will be increased from Rs. 4.8M p.a. to Rs. 12 M p.a. for this payment.

06 **BOARD PAPER NO 44/04 – SUPPLY OF RENTAL VEHICLE TO DR. WICKREMA WEERASOORIA**

The Board discussed the matter related to the rent payment for the hired vehicle of Dr. Wickrema Weerasooria. The vehicle has been used by Dr. Wickrema Weerasooria with the awareness of the Board of Trustees even he has exceeded the approved period.

Considering the appeal submitted by Dr. Wickrema Weerasooria and the facts related to the Mahapola Lottery, the Board of Trustees noted the followings;

- a) The Board has requested him some work related to the Lottery.
- b) Vehicle allocation has been authorized on the basis of reimbursement of fuel expenses.
- c) The Orient Motor Company has sent the bills for the payment to the MTF

Finally the Board of Trustees decided to pay only the rent for the 11 months which he has used the vehicle even though he has exceeded, the allocated period of 12 months.

BOARD PAPER NO 44/05 – SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY, GUARANTEE LIMITED – FINANCIAL STATEMENTS FOR THE YEAR 2003/2004

Hon. Minister noted that the annual course fee of Rs. 80,000/- p.a. charged by SLIIT is fairly high.

He insisted to request to reconsider the course fee charged by the SLIIT as it is a Mahapola Funded institution. The Hon. Chief Justice stated that the CEO of the SLIIT has made representation regarding the current position of SLIIT. The His Lordship also stated there a discussion had already been taken place and CEO of SLIIT was suggested the following:

- i. To allocate 30% scholarships to the students for degree in Information Technology education and not less than Rs. 10M should be paid to the MTF annually.
- ii. Current MOU may be amended for flexible operation.

Hon. Minister agreed to persuade this matter with SLIIT and the relevant Ministry; and agreed to report back to the Board of Trustees.

BOARD PAPER NO. 44/06 – COMPENSATION OF MBM STAFF

The Board of Trustees on sympathetic ground approved the payment of compensation maximum of ten months salary for the Project Division subordinate staff as proposed by the Board Paper.

As elaborated in the Board Paper compensation have to be paid only for the categories related in para 01 who were really engaged in the project work on the basis of

Registers including the casual and the training staff. The monthly allowance was also intended in the compensation as it is a part of their salary.

The commitments to the MTF have to be settled by them before the payments of compensation.

BOARD PAPER NO. 44/07 – TWO NEWS REPORTS APPEARED ON THE SUNDAY LANKA NEWSPAPER ON 06.06.2004

The Board of Trustees directed to stop all assistance provided for the Centres in Matara and Meegoda.

The Board also decided to reply news item approved in the newspaper regarding payment of attendance fee for the members of the Board. The Board decided that the attendance fee for the Board Members should be paid as per the Government Circular in the future. Hon. Minister and His Lordship Hon. Chief Justice stated that they do not want to collect the attendance fee and requested to remit their attendance fee to the revenue of the Mahapola Trust Fund back.

BOARD PAPER NO. 44/08– CLAIM SUBMITTED BY MR. M.H.K. PARANAWITHANA – DIRECTOR (MBM)

The Board of Trustees considered the reply submitted to the Labour Tribunal (LT) regarding the application of Mr. M.H.K. Paranawithana it was advised to obtain the services of a Legal consultant in such events in the future.

The Hon. Minister recommended to obtain services from the Lawyers who have already been assigned to the CWE. He mentioned that their fee is also reasonable.

The Board of Trustees approved the reply sent to the LT and directed to refer the legal matter to the lawyers.

BOARD PAPER NO. 44/09– MAHAPOLA TRADE FAIR AND EDUCATIONAL EXHIBITION

Board of Trustees noted the Board paper regarding the above matter. His Lordship Chief Justice stated that the Trade Fair is not directly related to the Mahapola Fund activities. Therefore, the Board of Trustees approval is not necessarily required for matters related to this. Since, the Board of Trustees has allowed to operate the Trade Fair on commercial basis and bare all costs out of the income generated from the Trade Fair through outsourcing no income or expenditure is anticipated to the Mahapola Trust Fund.

Approval was granted by the Board of Trustees to pay total of Rs. 500,000/- as an advance to start initial activities of the Trade Fair in Embilipitiya on recovery basis.

ANY OTHER MATTERS

(01) FINANCIAL ASSISTANCE TO THE MAHAPOLA BIKKHU INSTITUTE

The Hon. Minister stated that he has visited to the Kandy Mahapola Bikkhu Institute in Gatambe. He appreciated that the centre is run in an attractive manner.

However, after examining the expenditure incurred for the operation of the Institute the Hon. Minister and the His Lordship Hon. Chief Justice expressed that such colossal expenditure can not be permitted.

It was reported that while the expenditure for year 2003 was Rs. 2.5 Million. The budget approved for the year 2004 is Rs. 7.5 Million. The Board was of the opinion that the financial assistance be discontinued and a minimal grant be provided for ongoing courses until they are completion for few moments. Accordingly Board decided the following:

- a. Stop the financial assistance provided in the manner it was done in the past and to provide a minimum grant on the per student basis monthly, amount will be decided.
- b. Setting up of Kalutara Bihku Training Institute is stopped. Initial payment project has to be called back.

Costs for facility like transportation, communication, rent and other extra expenditure should be reduced. Eg. The two lease lines obtained now to be replaced by ADSL.

Accordingly the Board will eventually restrict to provide equipments and materials only to the Bikkhu Training Institute and request the Institute takeover the assets and run it on their own.

(02) PROPOSED SWIMMING POOL FOR THE EMBILIPITIYA NATIONAL SCHOOL

Hon. Minister explained the organizers of the Mahapola to be held in Embilipitiya National School from 23rd to 29th July. Hon. Minister stated that there are about 6000 studying in the school and found to be the largest school in the area. The Deputy Minister representing the Embilipitiya area jointly with the school authorities requested that the schools priority requirement is a swimming pool. After considering the all aspects and looking far ahead Hon. Minister stated he is of the opinion that the Mahapola can render a great service by providing swimming pool to school that will also help not only this school but also the upcoming sportsmen and women of the entire region. The facilities provided in Colombo school will be extended to rural schools also through this. It is expected that around 1.5 Million can be collected through the Mahapola income. Hon. Minister mentioned that he is planning to lay the foundation stone for the swimming pool by the Hon. Prime Minister and completing it within three months.

The Board of Trustees agreed with the project and approved the following:

- a. allocate Rs. 8 Million from Mahapola Trust Fund for this project.
- b. since a Swimming Pool is normally cost more than Rs.15 Million to economized the available funds and get the project implemented by the School Development Society.

(03) INSURANCE COVER FOR UNIVERSITY STUDENTS

The Hon. Minister reported to the Board of Trustees that the Insurance Cover taken to university students under death has been expired on 31st May, 2004. The insurance

Rs. 6.5 Million and it is a very low risk insurance cover which usually paid

Rs. 1 Million annually.

It is stated that a death of a student of Sri Jayawardanepura University has been reported recently and we have to pay a compensation equivalent to insurance cover. The Hon. Minister recommended that this stop the Insurance Scheme through an insurance company and to undertake the risk by Mahapola Trust Fund. When compared with the Government it is advantageous to the Mahapola. Accordingly the Board decided to stop the Insurance Policy on death of university students and to make a payment of Rs. 6.5 Million for sudden death from Mahapola Trust Fund. The Board directed the Secretary to apply a set of guidelines for this matter and report back to the Board.

TECH LOTTERY AGREEMENT

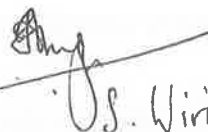
The Board of Trustees agreed not to object that, if the government is prepared to withdraw the cases already filed by the DLB and NLB.

MATTERS RELATED TO THE PROJECTS

It was approved to make the balance payment for computer supplied to the University of Peradeniya after submitting a suitable maintenance agreement.

Approval was granted to settle the payment for the supply of fibre chairs to Sri Jayawardanepura Janadhipathi Vidyalaya.

Board decided to follow up matters with University Grants Commission and the Ministry of Education with regard to the construction of Kelaniya University buildings.


S. Wirthanulle
Secretary



DRAFT AGREEMENT WITH SLIIT

Providing initial funds along the Treasury through BOI Sri Lanka Institute of Information Technology (Guarantee) Limited was set up by the Founder Trustee of the Mahapola Trust Fund with the objective of skills development of youth in IT in 1999. It is presently operating on a self financing basis independently. The land extending of 25 Acres and building of 135,000 square feet at Kaduwela belonging to the Mahapola Trust Fund has been allocated for the above object to the SLIIT, under the MOU signed between MTF for the initial period of eight years subject to further extension. However, the SLIIT now requesting land and building on a long lease of 99 years to improve and enhance its activities with more stability and certainty to attract investors.

On the request made by the Hon. Minister, the Chairman of the SLIIT agreed to provide 25 scholarships to students under the Mahapola name and a sum of Rs. 7.5 M or 20% net profit whichever is higher.

The following changes were taken place after the year 1999.

- i. SLIIT has scheduled under Ministry of Science and Technology.
- ii. Power for the appointment of directors has been transferred to the Board of Directors of SLIIT.
- iii. The share holder's, ownership of the Company is not clear. However, the balance sheet of the company indicates only contribution of the MTF and retained profit as the capital Account of the Company.
- iv. The directors to the SLIIT nominated at the inception by the Hon. Minister of Trade and Education from the public officers. Now life time Directors have been appointed by the current Board of Directors.

- v. The emphasis of SLIIT has been now extended from IT education to other areas such as Accounting Management etc. due to changing environment in education. Therefore, core business of SLIIT may be changed within this decade.
- vi. The Mahapola Trust Fund is still continuing the NDB loan re payment for the building.

Submitted for the consideration of the Board of Trustees' suitable decision.

S. Wirithamulla,
Secretary,
Ministry of Trade, Commerce and Consumer Affairs and
Mahapola Higher Education Scholarship Trust Fund.

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**MINUTES OF THE 45TH MEETING OF THE BOARD OF TRUSTEES OF THE
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
HELD ON 03RD FEBRUARY 2005 AT 4.00 P.M. AT THE CHAMBERS OF HIS LORDSHIP
THE CHIEF JUSTICE, SUPERIOR COURTS COMPLEX, COLOMBO 12.**

His Lordship Sarath N. Silva Chief Justice	-	Chairman
Mr. Veeraj Fernandopulle Minister of Trade, Commerce & Consumer Affairs	-	Member
Mr. Nirthamulla, Secretary, Ministry of Trade, Commerce & Consumer Affairs	-	Member
Mr. Ravindra Mudalige	-	Member
Mr. Kesaralal Gunasekara	-	Member

Excused :

Ms. (Mrs.) Tara De Mel, Secretary, Ministry of Education	-	Member
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Attendance :

Mr. Ranjith Thenuwara	-	Treasurer
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CONFIRMATION OF THE MINUTES

The Minutes of the 43rd and 44th Board Meetings were approved and confirmed by the Board of Trustees.

ISSUES ARISING OUT OF THE MINUTES

Under the item No. 09 (ii) of the Board Minutes, Mr. Raveendra Mudalige, Board Member made a request to place on record of his willingness to donate his attendance participation at the Board of Trustees Meeting to the Mahapola Trust Fund.

Under the item No. 10 (02) of the Minutes relating to the Board Paper No. 45/08 of the Board Meeting, the Hon. Minister stated that two ex- employees of the Mahapola Trust Fund Management have made representations requesting payment of compensation for their positions. The Board was informed that compensation was paid to only those who were formally appointed by the Mahapola Higher Education Scholarship Trust. The Board decided to effect compensation payments to these two ex- employees on the already approved basis if the appointments concerned were made in a regular manner.

Proposed Swimming Pool for the Embilipitiya National School

Under the item No. 12 (02) of the Minutes of 44th Board Meeting, the Board of Trustees focused attention to the delay in the construction of the Swimming Pool in the Embilipitiya National School. The Board was informed that the Principal of the School and the Chairman of the School Development Society of Embilipitiya National School have informed their inability to undertake this project as it is beyond their capacity. The Board of Trustees were briefed that this matter has been referred to the Director, National Schools seeking permission for the construction of Swimming Pool in Embilipitiya National School. The Board discussed the possibility of undertaking this project as a Mahapola Trust Fund project and finally decided to maintain the position as the Donor Agency. It was decided that the MTF could not undertake the responsibility of construction, and the School has to ensure that all technical requirements and regulations imposed by the Ministry of Education are complied with. In this regard, steps will have to be perused by the Director (Building) of the Ministry of Education. Therefore, Mr. S.V.D. Kesarralal Gunasekara, Board Member undertook to pursue the matter with Director, National Schools to expedite the approval and other connected matters.

Insurance cover for University Students

Under the decision taken by the Board of Trustees at the 44th Meeting, on the provision of insurance policy covering accidents for University students, it was decided to make a sum of Rs.250,000/- being payment to the parents in the event of a death of an uncovered student. This decision was also reviewed under the current development with

disaster. The Chairman, University Grants Commission informed that, his Commission is considering such cases under three categories of affected students.

- the students who have lost their lives
- the students who have lost both their mother and father
- the students who have lost their mother or father

It has been reported that under the above category (i), about 30 students have lost their parents and many students have lost their parents. Therefore, UGC is considering to make a payment of Rs.5,000/- per month for the studies of these students in addition to the Mahapola or Bursary in the absence of their parental assistance.

Mr. Raveendra Mudalige requested to provide some special assistance to the students who have lost either mother or father as reported in the above category (ii) and pay Rs.100,000/- as a grant. As for payment to parents in the category (i), a sum of Rs.7.5 M to be paid for 30 students as per the previous decision. Balance money will have to be used for the category (iii).

Considering the above, the following decisions were taken.

- (i) To pay a sum of Rs. 100,000/- in the event of the death of parents of the students who really looked after the student before he /she died.
- (ii) To pay a special increment to the Mahapola recipients who have lost their mother or father and to those who do not receive any special payment from the UGC.
- (iii) The required procedure should be followed before effecting payments.

BOARD PAPER NO. 45/01- REQUEST FOR DONATIONS

I. International College of Buddhist Education

The Board of Trustees considered the request for Buddhist Text Books made by the International College of Buddhist Education in London and decided to provide certain Books published by Nadimala Buddhist Cultural Centre up to the value of Rs. 250,000/- . This donation to be effected through available publications.

II. Requests for donations received from the Ruhunu Development Foundation, University Grants Commission and the University of Kelaniya were also

The Fund will be formed with the resources collected from proceeds of the sale of Mahapola land at Rajagiriya.

The above receipts to be kept in separated Accounts as an allocated capital. Construction or development work of schools should be undertaken only from the income received from the capital. This capital should not be used for the construction work of the schools.

Only the interest income of the above capital will be used to allocate up to Rs. 2 M per school to match the difference between the cost of construction and the gate collection.

The interest income and the gate collection should be allocated on a reasonable basis assessing the real needs.

The commitments for the construction should be less than Rs. 2 M and such commitments could be met from the combined income of gate collection and interest available.

The construction to be undertaken should be decided with the agreement of Principal, Director of Education and National Leadership of the area and in consultation with the Hon. Minister of Trade, Commerce and Consumer Affairs. The allocated fund to be kept to generate income for the above purposes will take the form of an investment.

(1) Answering a question on the matter, the Board of Trustees was informed that a sum of Rs. 8 M allocated for the proposed swimming pool for Embilipitiya National School has not started yet because in the absence of approval from the line Ministry.

Mr. S.V.D. Kesarralal Gunasekara agreed to pursue this matter with the Director of National Education. Therefore, the Board of Trustees was of the view that the construction be handled by the line Ministry and the Mahapola Trust Fund in its capacity as the donor will monitor the project.

(2) Due to the Tsunami disaster, the construction of the Assembly Hall of Dharussalam Vidayala in Sammanthurei has been delayed. Mr. S. Wirithamulla, Secretary, Ministry of Trade, Commerce and Consumer Affairs informed that the construction was reported to be completed by the end of March 2005.

**BOARD PAPER NO 45/03 - ABANDONMENT OF CONSTRUCTION
PROJECTS IN SCHOOLS AND UNIVERSITIES**

The Board of Trustees was informed that the construction projects abandoned at schools and Universities will be undertaken by the Ministry of Education. This was informed by Mr. Wijerathne who had worked under the Mahapola Board of Management and now working under the Secretary, Ministry of Education.

Based on the information provided by Mr. Wijerathne, the required money will be allocated under the available provisions of the Ministry of Education.

BOARD PAPER NO 45/04 - CIRCULATED BOARD PAPERS

The matters referred to in the Board Paper regarding the Board Papers Circulated were approved by the Board of Trustees.

**BOARD PAPER NO 45/05 - REVIEW OF THE MERIT SCHOLARSHIPS
SCHEME OF HIGH PARENTAL INCOME GROUP (OVER RS. 360,000/- P.A.)**

Considering the above Board Paper, the Board of Trustees decided as follows.

Merit Scholarships should only be awarded only to those who have applied for Mahapola Scholarships.

The income ceiling will not be applied for the 10% Merit Scholarships. This decision should be effective from the 2005 intake to the Universities.

Under this decision, students those who were selected for Mahapola Merit Scholarships but not entitled for monthly scholarship payments, due to their parental income being above Rs. 360,000/- p.a. will have their payments restored. However, the payment of their scholarship installment will be started from January 2005, without being entitled to any arrears payment.

BOARD PAPER NO. 45/06 - REQUEST FOR MAHAPOLA ATTIDIYA LAND

Board of Trustees considered various options available for this land. The Board of Trustees was of the view that the construction of buildings or setting up an institution in the land is not possible due to financial constraints and current difficulties encountered by the MTF. Therefore, the Board of Trustees decided to explore the possibility of ;

Selling of this land to obtain a higher price from any interested party to arrest the current capital inadequacy of the MTF.

A valuation from the government valuer has to be obtained before taking action to sell this land.

BOARD PAPER NO. 45/07 - LEGAL INVOLVEMENT IN THE MAHAPOLA BOARD OF MANagements

(1) a. Request of MR. P.K. Paranawithana, a Former Director (MBM)

The Board of Trustees was informed of the current position of the request of Mr. P.K. Paranawithana which is before Labour Tribunal.

b. Mr. Laxman Koradon - An Assistant Coordinator of Mahapola Trade Fairs

The Board of Trustees directed to inform that this appointment has not made by the Board of Trustees of the Mahapola Trust Fund.

c. Various agreement s signed by Mahapola Board of Management (MBM)

This should be considered on a case by case basis as and when issues are arisen.

BOARD PAPER NO. 45/08- COMPENSATION PAYMENT FOR THE STAFF OF THE MAHAPOLA BOARD OF MANAGEMENT

Approval was granted by the Board of Trustees to adopt the criteria referred to in the Board Paper. The Board decided to reconsider the request made by two persons whose compensation have not paid due to non-attendance for a considerable period.

BOARD PAPER NO. 45/09- SALARY REVISION FOR THE PUBLIC SECTOR
YEAR 2005

The Board of Trustees decided to implement the Public Administration Circular for the Mahapola Staff until the existing salary scheme is revised.

BOARD PAPER NO. 45/10 -CONTRIBUTION FOR THE ST. PETER'S
CENTRAL COLLEGE IN NEGAMBO

The Board considered the request made by the Hon. Minister regarding the construction of three storied school building in the above college along with the views expressed in the Board Paper No. 45/2 relating to the problems encountered by the Mahapola Trust Fund due to insufficient income. However, the Hon. Minister was requested to consider the request under the Mahapola Trade Fair programme.

BOARD PAPER NO. 45/11 -BUDGET FOR THE YEAR 2004- MAHAPOLA
HIGHER EDUCATION SCHOLARSHIP TRUST FUND

Mr. Kesaralal Gunasekara expressing his views on this paper said that during the last two years the Fund has not focused on building of its capital. His Lordship the Chief Justice said it had utilized the proceeds received from Development Lotteries too due to heavy recurrent expenditure,

Considering the declining trend of interest income from the year 2003, the Board of Trustees took in to account the fact that interest income could be reduced further in the year 2005. The actual receipt of the estimated surplus income from "Mahapola Lottery" amounting to Rs. 35 M for the year 2005 is also in doubt. Therefore any expenditure of the lottery should not be borne by the Fund. The Board noted that the net proceeds from the lottery to the MTF is seems to be in the range of 4%-5% of the total income of the Lottery.

On the other hand, the total value of scholarship instalments payable along with number of scholarships allocated has increased during the past 2 years. Any reasonable growth of capital cannot be anticipated in the near future as recurrent expenditure is not very much under control.

Trustees noted that the 2005 Budgetary provisions have only been made to cover the interest on loan repayment against the facility used for SLIIT building and the other payments.

The Board decided to monitor expenditure very carefully, with a view to strengthening the capital base of the MTF.

The proposal was approved by the Board of Trustees.

BOARD PAPER NO. 45/12 - MOBILISATION ADVANCE PAID FOR THE CONSULTANTS OF THE LALITH ATHULATHMUDALI MEMORIAL INTERNATIONAL CENTRE (LAMIC)

The Board of Trustees considered the Board Paper on the above matter carefully. Since the dispute with the Architects is difficult to be sorted out, the Board of Trustees decided to suspend the matter and report to the Auditor General stating that this option will not be pursued.

BOARD PAPER NO. 45/13 - FUTURE STATUS OF NATIONAL WEALTH CORPORATION LIMITED (NWCL)

The Board of Trustees was not satisfied with the operation of NWCL during the past 1 ½ years. Also the resignation of Mr. Mangala Boyagoda, CEO has surprised the Board.

For Minister mentioned that this is a very serious situation because Mr. Boyagoda made commitments to him at the first meeting he had with NWCL representatives. These earnings projections have not been fulfilled along with the commitments made on the remittance of Rs. 45 M return as profit of the NWCL. The Board of Trustees decided to appoint Mr. Kesarralal Gunasekara, as a Director of the NWCL in replace of Mr. Mangala Boyagoda and requested him to look at required modification to the operations of the NWCL. Mr. Gunasekara agreed to report to the Board of Trustees with an open mind and whether it should continue or not. The Board of Trustees expressed the view that it would review Fund management system on receipt of Mr. Gunasekara's observations.

The Board noted that the earnings of the NWCL have been utilized for its own operation. Therefore, the MTF had not received a reasonable return during the past. The Board decided that the license available for premier dealership with NWSL also to be considered under the above matter.

BOARD PAPER NO. 45/14 - APPOINTMENT TO THE NATIONAL WEALTH INVESTMENT COMMITTEE

The Board of Trustees approved the following nominations for the Nat wealth Investment Committee.

Mr. J.W. Wickremasinghe (SIP University)	- MTF and NWCL
Mr. T.S.N. Fernando, (former Director of Public Debt., CBSL)	- MTF and NWCL
Mr. Ranjith Thenuwara	- MTF
Mr. T.B. Tennekoon	- MTF
Mr. Mangala Boyagoda	- NWCL
Mr. Vajira Wijegunawardena	- NWCL

BOARD PAPER NO. 45/15 - ISSUES PERTAINING TO MAHAPOLA LOTTERY

The Board of Trustees discussed the Board Paper focusing on the following issues and arrived at appropriate decisions.

The anticipated annual income would not reach the original expectation of Rs. 400 M p.a. as guaranteed minimum income

Both performance and anticipated return are very low compared to the investment and risk to be borne by the MTF as the owner of the license.

Continuous additional commitments are being passed on to the MTF by the management company which was not the role expected from the management company at the beginning. The VAT and other taxes such as ESC, WHT debt taxes and the expenditure of the MLOU are issues to the MTF.

IV. The MTF does not receive considerable return from the Mahapola Lottery although a competition has been posed to the DLB as a co- owner.

V. The benefit of the lottery does not come to the MTF, as expected and a 20% income is allocated to the management company. Even the expenditure such as

that should have been borne by the Management Company has also been passed on to the MTF.

S. Wirithamulla, Mr. Kesarralal Gunasekara and Mr. D.H. Wickramarachchi were named to the MLOU and they were requested to submit a report regarding the sharing of profit of the lottery operations to the next Board Meeting.

The Board of Trustees wanted to change the ESCROW Agreement and decided to maintain the accounts in one of the State Banks. If there is bank expenditure, it should be borne by the Management Company. The minimum number of accounts should be opened and interest for balances should be obtained for the accounts.

On this ground, the Board of Trustees requested the Secretary, MTF and Head of MLOU Mr. Wirithamulla not to undertake any new commitments to the MTF / MLOU which will reduce the share of percentage to the MTF. Any tax files should not be opened under Mahapola name and be opened under the name of Lottery operators.

The registration of the trade mark "Mahapola Lottery" was approved by the Board of Trustees.

Mr. Wirithamulla explained that the GTECH has requested to change the start up date of the Lottery operation. The Board of Trustees decided to decide the start up date of Mahapola Lottery Service Agreement as 04.12.2004.

**BOARD PAPER NO. 45/16 -LOSS OF THE NOTE BOOK COMPUTERS
ASSIGNED TO THE FORMER DIRECTOR GENERAL, MAHAPOLA BOARD
OF MANAGEMENT**

The Board of Trustees decided to write off the value of the Note Book computer which had been handed over to the former DG of MBM from the registers and books.

**BOARD PAPER NO. 45/17 -LAND FROM UDA FOR 50 YEARS LEASE
AGREEMENT - LAMIC**

considering the current developments, the Board of Trustees decided to claim the value of the actual expenditure incurred and the loss of interest that would have accrued for

from the UDA. The Board ... the submission of a claim for Rs. 150 M
... this amount to the special fund for the construction activities of school
... electorate basis as subsidiary fund from the MTF for Mahapola Trade Fair

PAPER NO. 45/18 -IT TRAINING PROGRAMME

of Trustees noted that the conditions laid down by the Secretary of the
Higher Education Scholarship Trust Fund in his letter No. 2-6/MP/1/120/17
December 2004 have been accepted by the Vice Chancellor, the University of

... setting up this Mobitech Bus was to improve the awareness and skills of rural
... providing IT training from Mahapola Trade Fairs. Therefore, the Board approved
... of the University of Moratuwa subject to the condition that they ensure the
... at the Mahapola Trade Fairs for the IT training, without any fees as per
... number 08.

BOARD PAPER NO. 45/19 -DRAFT AGREEMENT WITH SLIIT

... Kesarralal Gunasekara expressing his views on this matter stated that the original
... of the late Hon. Lalith Athulathmudali was to set up a Technological Institution in
... for the enhancement of technical knowledge and skills of the youths.
... the idea was to set- up a Technological Institution similar to those found in
... on this land. Mr. Raveendra Mudalige requested to make available more
... for poor students, since cost of IT education is relatively high.

... reported that SLIIT has performed well during the past few years and is producing
... number of IT graduates to the Job Market, whereas the University system has
... able to make such a contribution. It was noted that the SLIIT is admitting
... 1000 student per Academic year.

... Board of Trustees considered the issues related to SLIIT in detail. His Lordship the
... Justice stated that the IT education in the future will not be attractive as at
... Therefore, the scope of the SLIIT should be expanded to involve technical
... as well. A reasonable return to the Mahapola Trust Fund has to be obtained
... the SLIIT has been operating in commercial basis. Considering the other
... views the Board of Trustees decided to request 12% share of profit or
... p.a. whatever is higher, from the SLIIT.

The Chief Justice mentioned that since the Institution was set up with the financial from the Mahapola Trust Fund, a closer relationship with the Mahapola Trust Fund should be maintained for the development of the national requirements. Mr. Kesarralal Gunasekara was requested to examine the existing MOU between the MTF and the SLIIT with a view of giving much freedom over to the SLIIT.

Therefore, the Board decided to increase the representation of the MTF at the SLIIT. The Board decided as follows.

- i. Nominate Mr. Kesarralal Gunasekara, a Trustee as a member to the SLIIT
- ii. To appoint one third of Directors of the SLIIT from the MTF
- iii. The SLIIT should pay Rs.12.5 M ^{or 25%} share of profit or whichever is higher annually to the MTF.

The MTF will continue with the repayment of NDB loan already obtained for the building project of Malabe Complex. Any future expansion and construction of buildings or any other project work should be carried out only with the approval of the MTF. They should not burden the MTF in any respect. Such costs should not cause any reduction of the contribution mentioned in the agreement.

BOARD PAPER NO. 45/20 - MAHAPOLA BIKKHU INSTITUTE

The Board of Trustees noted the extensive publicity given in the Media on this matter during the past and decided to approve assistance for another one year. i.e., until end of 2005 and pay the arrears for the 2004 subject to the following conditions.

i. Pay Rs. 75,000 as a grant per month and the computer rental up to maximum of Rs. 110,000.

ii. The rental should be paid by the MTF directly to the owner or an arrangement may be made to purchase out right using this money.

iii. Payment should be made on a monthly basis

BOARD PAPER NO. 45/21 - SCHOLARSHIP AWARD FOR ACADEMIC YEAR 2004/2005

Considering the Board Paper, the Board of Trustees granted approval to allocate 10,000 scholarships for the Academic years 2004/2005. Out of that, 9,000 scholarships to be

among the University students and balance scholarships to be allocated among
Higher Education Institutes.

The Board considered the increase of annual expenditure for Mahapola
scholarships and noted that it has increased to Rs. 600 M p.a

The Board of Trustees decided to organize the 25th anniversary of the Mahapola
Higher Education Scholarship Trust Fund in a suitable manner and the Board
requested to launch a suitable programme including the issue of a stamp and
other publicity programmes along with awareness building activities.



18/07/2005



18/7/2005



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வர்த்தக, வாணிப, நுகர்வோர் விவகார அமைச்சு

Ministry of Trade, Commerce and Consumer Affairs

"රක්ෂා මන්දිරය", 21, වොක්හාල් වීදිය, කොළඹ 02, ශ්‍රී ලංකාව.

"ரக்ஷண மந்திரய", 21, வொக்ஹால் வீத, கொழும்பு 02, இலங்கை.

"Rakshana Mandiraya", No. 21, Vauxhall Street, Colombo 02, Sri Lanka.

Website : www.commerce.gov.lk

ටැ. ඩො. ආකෂ த. டொ. இல. P. O. Box	} 560	දුරකථන අංකය தொலைபேசி இல. Telephone No.	} 2312312	ෆැක්ස් தொலைபேரகம் Fax	} 2447669	විද්‍යුත් மின்னஞ்சல் E-mail	} comsec@commerce.gov.lk
අගය අංකය எனது இல. My No.	} 2-6/MP/1/SLIIT	உமது அංකය உமது இல. Your No.	}	දිනය திகதி Date	}	February, 2005	}

The Chairman,
 Sri Lanka Institute of Information Technology (Guarantee) Limited,
 16th Floor, BOC Merchant Tower,
 28, St. Meachael's Road,
 Colombo 03.

Dear Sir,

APPOINTMENT OF TWO DIRECTORS TO THE SLIIT

The Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund (MHESTF) viewed that one more member should be appointed to the Board of Directors of the SLIIT representing the MHESTF. Accordingly the Board of Trustees directed me to nominate Mr. S.V.D. Kesaralal Gunasekara, a Trustee of the MHESTF for the above Directors post. Further I wish to inform that he was also assigned to review the proposed lease agreement of the Mahapola land at the last Board of Trustees Meeting held on 03.02.2005.

Therefore, I request you to appoint Mr. S.V.D. Kesaralal Gunasekara as a Director to the SLIIT Board of Directors as a Mahapola representative.

Yours faithfully,

S. Wirithamulla,
 Secretary,
 Ministry of Trade, Commerce and Consumer Affairs and
 Mahapola Higher Education Scholarship Trust Fund.

AGREEMENT

This agreement is made this 14th day of November 2005 by and between The Mahapola Higher Education Scholarship Trust Fund having its registered office at No. 21, Vauxhall Street, Colombo 2, hereinafter called and referred to as the MTF, and The Sri Lanka Institute of Information Technology (Guarantee) Limited, having its registered office at 16th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 3, hereinafter called and referred to as the SLIIT.

The MTF is a charitable Trust incorporated by an Act of Parliament bearing Act No. 66 of 1981 with one of its objectives being to set up and assist the management of higher educational institutes in Sri Lanka and with the aim of achieving this objective has on the recommendation of the Minister of Internal and International Commerce and Food decided at its meeting held on 21st May 1999 to allocate Rupees Five Hundred Million for the construction and establishment of an IT Institute known as the Malabe Campus on the land owned by the said Trust at New Kandy Road, Malabe.

SLIIT was brought into existence on the initiative of the then Minister of Internal and International Commerce and Food as decided at a meeting held at the office of the Minister on 28th January 1999.

The SLIIT was thereafter duly incorporated under the above initiation as Guarantee Company under the Companies Act No. 17 of 1982 and is established for the purpose of achieving the objects set out and contained in the Memorandum of Association of SLIIT inter alia "to carry on business under the name and style Sri Lanka Institute of Information Technology and provide for and conduct courses leading to Degrees, Diplomas and Certificates." With initial assistance from Mahapola Higher Education Trust Fund.

1. Definitions

The following terms as used in this Agreement shall have the meaning as defined with respect to each such term.

- (a) **Effective Date:** Effective Date in the first instance shall mean the date on which the Malabe Campus was first established and the SLIIT first began its operations at Malabe Campus (January 2002) and thereafter on the date on which this Agreement was authenticated by the signatories to this instrument.
- (b) **MTF:** shall mean the Mahapola Higher Education Scholarship Trust Fund and its successors and authorized assigns.
- (c) **The SLIIT:** shall mean the Sri Lanka Institute of Information Technology (Guarantee) Limited and its successors and authorized assigns.
- (d) **Malabe Campus or Campus:** shall mean and include the entirety of land and buildings standing therein situated at New Kandy Road, Malabe, Named as Malabe Mahapola Campus by the MTF.

NOW THIS AGREEMENT WITNESSETH that in pursuance of the said Agreement and in consideration of the premises MTF and SLIIT have agreed by and between themselves as follows:

2. Recitals

The recitals and definitions are a material part of this agreement.

(a) Concept

The MTF hereby accepts that on the initiation of the Ministry of Internal and International Commerce and Food, SLIIT Malabe Campus was established to carry out its objectives.

(b) Investment by MTF

The parties further acknowledge and agree that MTF has invested a sum of Sri Lanka Rupees Three Hundred and Seventy Three Million Five Hundred and Seventy Nine Thousand Three Hundred and Ninety Two (Rs. 373,579,392/-) which said sum the said SLIIT has used exhaustively together with such other funds including funds generated by the SLIIT in the construction of the said Campus on the said Land and Premises.

(c) The parties further acknowledge that SLIIT has with the consent and approval of the MTF constructed the Malabe Campus (hereinafter referred to as "the said Malabe Campus") on Land and Premises bearing assessment No. 277, Malabe Road, Kaduwela in extent 9.7691 Hectares plan No 6780, Lot No. 1, surveyed by Survey General on 29th November 1998 and from and about September 2000. SLIIT has continued to carry on the business of SLIIT in the said Land and Premises on the understanding that MTF would lease the Land and Premises to SLIIT on a long term basis and upon terms and conditions to be agreed to by and between MTF and SLIIT.

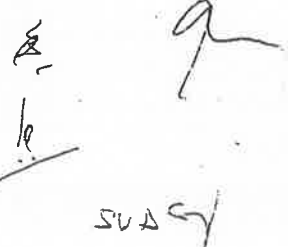
3. Term

This Agreement shall run for two consecutive periods of thirty (30) years each from the date of signing this Agreement. After the expiry of the first term MTF and SLIIT mutually agree to negotiate the terms and conditions of the Agreement. However it shall not terminate this Agreement before the expiry of the second term, until conditions stipulated in this agreement are met.

4. Conditions of Contract

- (a) SLIIT shall ensure that it will not in anyway act contrary to the objectives and social responsibility of the Mahapola Higher Education Scholarship Trust Fund and MTF may make recommendations in relation to the activities of SLIIT Malabe Campus and SLIIT may consider such recommendations.
- (b) So long as this lease Agreement is in force the SLIIT shall accept the Secretary to MTF and the Chief Accountant of MTF for appointment as members of the Board. Three other persons possessing academic and/or professional qualifications may be nominated by MTF for appointment to the Board of Directors of SLIIT, renewable at the end of each term of one year, in addition to the original subscribers.

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Handwritten signatures and initials, including a large 'g' and 'SVAS' at the bottom right.

- (c) The SLIIT shall maintain full control of the investment made by the MTF and ensure that educational objectives are strictly enforced.
- (d) The SLIIT shall ensure as far as possible that all the income and the assets of the Malabe Campus of the SLIIT will be utilized only for the purpose of advancement of Educational Opportunities and Research and Development, and Promotion and Development of the IT Industry.
- (e) The SLIIT in keeping with its objectives shall be responsible for the entire management of the Malabe Campus.
- (f) The overall activities management and maintenance of the said Malabe Campus shall be the responsibility of the SLIIT. However any major civil construction work at the said campus shall be done with the concurrence of the MTF.
- (g) The SLIIT shall submit its Long Term Development Plan to MTF for its information and concurrence.
- (h) The SLIIT shall ensure that all investments of the said campus are value added and viable ventures and any future development plans of the said Campus shall not be dependent on the resources of the MTF. However this does not preclude MTF investing further in the SLIIT.
- (i) The SLIIT shall ensure that the quality and the standard of the academic courses are maintained at all times and keep the MTF indemnified of any legal liability that may be made against the campus authorities.
- (j) The SLIIT shall be responsible for the maintenance of necessary safety standards and obtain the necessary insurance coverage over these assets.
- (k) The SLIIT shall ensure that the facilities including space and equipment of the Malabe Campus is utilized to the full capacity to ensure its profitability.
- (l) SLIIT shall submit the Annual Reports of SLIIT to the Board of Trustees of the MTF within one month of holding its annual general meeting.
- (m) The Audit and Management Committee of the SLIIT shall include the Chief Accountant of the MTF who may request specific reports.
- (n) The SLIIT in making amendments, if any, to its Articles of Association on matters relating to the Malabe Campus will seek concurrence of all the MTF representatives on the Board of Directors of SLIIT. In the event there is no such concurrence, the concurrence of the MTF will be required.
- (o) SLIIT shall ensure the rational development of entire land leased out by the MTF within a period of ten years. However, in the event such development is not effected within the ten year period of time MTF may after the said period of ten years, allocate unutilized land for other projects that are not competitive or in conflict with SLIIT objectives.
- (p) During this period SLIIT will not claim any free or charges from MTF for Management or Maintenance of this assets.

SVAS

5. SLIIT's Obligations

- (a) (i) Subject to clause 5(b) below, pay to MTF annually as lease rental for the land, at the end of every financial year of SLIIT after the signing of this Agreement a sum of Sri Lanka Rupees Eight Million (Rs. 8,000,000/=) or Twenty Percent (20%) of the net profit value for each year of the operations of the SLIIT Malabe Campus – which ever is higher.
- (ii) Award annually up to twenty five (25) numbers of academic scholarships in the name of MTF to cover tuition fees only of twenty five (25) students enrolling at SLIIT subject however to the scholarships being governed by the SLIIT – MTF Scholarship Scheme Rules.
- (iii) So long as this Lease Agreement is in force the SLIIT shall accept the Secretary to MTF, and the Chief Accountant of MTF for appointment as members of the Board. Three other persons possessing academic and / or professional qualifications may be nominated by MTF for appointment to the Board of Directors of SLIIT, renewable at the end of each term of one year.
- (b) The obligations of SLIIT in clause 5(a)(i) above shall be conditional upon the aggregate value of the amounts payable under the said clause not exceeding a sum equivalent to Fifty Percent (50%) of the net profit value of the SLIIT Malabe Campus for each year. In the event the aggregate amount payable under clause 5(a)(i) above exceeds Fifty Percent (50%) of the net profit value for each year such amounts as are proportionately reduced to fifty percent (50%) of the amount of the net profit value of the SLIIT Malabe Campus for each year shall be utilized by SLIIT for the purposes set out in clause 5(a)(i).
- (c) SLIIT shall operate the said SLIIT Malabe Campus in such a manner as may be determined at the sole discretion of the Board of Directors of SLIIT to achieve its objectives and shall be responsible for all academic and administrative operations including the preparation of curricula, arrangements for conducting examinations, enrollment of students, engagements of academic staff and the management and maintenance of infrastructure as may be directed by the Board of Directors of SLIIT.

6. Additional documents and acts

Each party agrees to execute, acknowledge and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectively carry out and perform all the terms, provisions and conditions of this Agreement.

7. Assignment

Neither party shall sell, assign, pledge, encumber, transfer, lease or sub lease the interests of that party under this Agreement without the written consent of the other party.

8. Authority to execute

The parties represent and warrant that they possess the full and complete authority to enter into this Agreement and that the parties hereto not being natural persons the signatories of the parties represent and warrant that they possess the authority and have been authorized by the respective parties to enter into this Agreement on behalf of the respective parties by resolution or upon the authority derived from the respective parties on whose behalf the signatories are executing this Agreement.

9. Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Nothing expressed or implied in this Agreement is intended, nor shall be construed to confer upon or give any person, partnership or corporation, other than the parties, their successors, and assigns any benefits, rights, or remedies under or by reason of this Agreement, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provisions give any third party any right of subrogation or action over or against any party to this Agreement except to the extent of any contrary provisions herein contained.

10. Construction

This Agreement shall be construed, interpreted and enforced in accordance with the laws of Sri Lanka.

11. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties and supercedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement including in particular the said Agreement No. 11 dated 19th March 2003 between MTF and SLIIT attested by Sandun S. Gamage, Notary Public which agreement stands terminated in whole by MTF and SLIIT.
- (b) The provisions of this Agreement may be waived, altered, amended or modified in whole or in part only by a written instrument executed by both MTF and SLIIT.
- (c) The headings of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
- (d) In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if and to the extent such delay is due to Force Majeure.

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13. Governing Law

The parties to this Agreement agree that all questions respecting the negotiation, construction, interpretation or enforcement of this Agreement, or the rights, obligations and liabilities, of the parties hereto, shall be determined in accordance with the applicable provisions of the laws currently prevailing in the country.

14. Indemnification

Each party shall indemnify the other against any or all claims, demands, losses, costs, obligations and liabilities that the party may incur or suffer as a result of the other party's breach of any agreement, covenant or warranty in this Agreement.

15. Non Waiver

The failure of any party to insist upon prompt and punctual performance of any term or condition in this Agreement or failure of any party to exercise any right or remedy under the terms of this Agreement on any one or more occasions shall not construe a waiver of that or any other term, condition, right or remedy on that or any subsequent occasion unless expressly provided for herein.

16. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or by registered post addressed to the other party at the address shown at the commencement of this Agreement or at such other address or addresses as either party shall designate to the other from time to time.

17. Arbitration

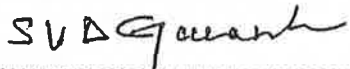
- (a) All disputes or differences whatsoever which shall at any time arise between the parties hereto, touching or concerning this Agreement or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after the termination, shall be referred to arbitration by a notice in writing as provided for herein if the same cannot be solved by mutual discussion.
- (b) The party who seeks to refer such difference or dispute to arbitration ("the First Party") shall name the arbitrator appointed by him in the notice in writing sent to the other party ("the Other Party") making such reference. The Other Party may appoint another arbitrator within thirty (30) days from the date of receipt of the said notice.
- (c) In the event of the Other Party failing to appoint another arbitrator within thirty (30) days from the date of receipt of the said notice the arbitrator appointed by the First Party shall act as the sole arbitrator and make a final award as if the parties hereto have jointly appointed him to act as such sole arbitrator. If the Other Party appoints another arbitrator then the two arbitrators shall appoint a third arbitrator to be the Chairman as provided in Section 6(3) of the Arbitration Act No. 11 of 1995 of Sri Lanka.

SVAS


- (d) The Arbitration Tribunal shall before the commencement of the arbitration set out the procedure to be followed at the hearing but the following steps shall be mandatory before the hearing commences :-
 - (i) The arbitration proceedings shall be held in the city of Colombo and the language of proceedings shall be English.
 - (ii) The award made in an arbitration held as provided herein shall be final, conclusive and binding on both parties hereto. However this will not prevent the right of either party to seek a remedy through courts.
 - (iii) That the making of an award upon a reference to arbitration shall be a condition precedent to any right of actions of either party against the other party in respect of such difference or dispute.

IN WITNESS WHEREOF MTF and SLIIT have caused their respective common seals to be affixed hereto and to three others of the same tenor and date as this Agreement.

The Mahapola Higher Education Scholarship Trust Fund


1. 

 Trustee (S.V.D. Kesaralal Gunasekera)


2. 

 Trustee / Secretary to MTF (S. Wirithamulla)

Sri Lanka Institute of Information Technology (Guarantee) Limited

1. 

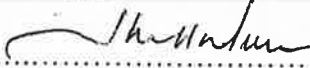
 Director (T.P.G.N. Leelaratne)

2. 

 Director (Acting MD/CEO - Dr. S.P. Kumarawadu)

Witnesses:

1. 
 Ranjith Thenuwara

2. 
 Shelton Perera

2015 මැයි 12 දින වන විට නිඛ බදුකුලී

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2005		219,564.00	999,999.00		999,999.00
2006	11,710,101.00	1,437,190.00	8,000,000.00	2,767,342.00	5,232,658.00
2007	5,677,902.00	7,323,863.00	8,000,000.00	8,000,000.00	
2008	46,933,121.00	18,119,059.00	18,119,059.00	10,406,758.00	7,712,301.00
2009	105,149,355.00	26,915,556.00	26,915,556.00	18,299,897.00	8,615,659.00
2010	144,387,252.00	28,641,298.00	28,641,298.00	14,695,735.00	13,945,563.00
2011	142,812,902.00	32,125,056.00	32,125,056.00	17,431,898.00	14,693,158.00
2012	166,562,737.00	38,166,245.00	38,166,245.00	22,071,704.00	16,094,541.00
2013	198,920,721.00	38,817,404.00	38,817,404.00	26,617,611.00	12,199,793.00
2014	192,475,789.00	29,977,983.00	29,977,983.00	20,000,000.00	9,977,983.00
2015 මැයි 12 දක්වා	49,073,124.00	16,403,578.00	16,403,578.00	7,232,876.00	9,170,701.00

98,642,356.00



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Mahapola මහරඹොල

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MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND

6 වන මහල, සකොස මහලේකම් ගොඩනැගිල්ල, 27, වොක්ෂෝල් වීදිය, කොළඹ 02, ශ්‍රී ලංකා
6 ஆவது மாடி, கூ.மொ.தா. செயலக கட்டிடம், 27 வொக்ஷோல் வீதி, கொழும்பு 02, இலங்கை
6th Floor, CWE Secretariat Building, 27, Vauxhall Street, Colombo 02, Sri Lanka



**MINUTES OF THE 55TH MEETING OF MAHAPOLA HIGHER EDUCATION
SCHOLARSHIP TRUST FUND**

DATE & TIME:

19TH MARCH 2015 AT 2.30 P.M.

VENUE:

8th Floor, CWE BUILDING, VAUXHALL STREET,
COLOMBO 2- IN THE BOARD ROOM OF THE HON.
MINISTER

PRESENT:

- | | |
|--|-----------------|
| 1. HON. MR. JAYAWICKREMA PERERA
MINISTER FOR FOOD SECURITY | FOUNDER TRUSTEE |
| 2. MR. UDAYA SENEVIRATNE
SECRETARY,
MINISTRY OF HIGHER EDUCATION
& INVESTMENT PROMOTION | TRUSTEE |
| 3. MR. UPALI MARASINGHE
SECRETARY,
MINISTRY OF EDUCATION | TRUSTEE |
| 4. DR. WICKREMA WEERASOORIA
APPOINTED MEMBER OF MTF | TRUSTEE |

EXCUSED:

- (i) His Lordship the Chief Justice, Mr. K. Sripavan,
Ex-officio Trustee.
(Letter from Lordship's Personal Assistant was tabled)
- (ii) Mr. Janaka Sugathadasa,
Secretary, Ministry of Food Security,
Ex-officio Trustee (Indisposed)

TRUE COPY
MAHAPOLA HIGHER EDUCATION
SCHOLARSHIP TRUST FUND

Dr. Wickrema Weerasooria
TRUSTEE

IN ATTENDANCE :

- (i) Mr. Shane Dullewe,
Private Secretary to Hon. Minister for Food Security.**
- (ii) Mr. Ranjith Thenuwara, Director MTF**
- (iii) Mr. Deen, Confidential Stenographer**

PRELIMINARY MATTERS:

1. Dr. Wickrema Weerasooria (Dr. WW) stated as follows:
 - (i) Hon. Minister was held up in Parliament but would be back for the meeting and hence his attendance was noted.
 - (ii) The Secretary of the Food Ministry (Mr. Sugathadasa) who was coming for the meeting had been indisposed.
 - (iii) The Hon. Minister (Founder Trustee) and the other Trustees recorded their congratulations to His Lordship Mr. K Sripavan on his appointment as Chief Justice of Sri Lanka by the new President, H.E. Maithripala Sirisena.
 - (iv) His Lordship the Chief Justice (Hon. Mr. K Sripavan) had indicated by a letter of his inability to attend the meeting. Dr. WW also informed the Board of his meeting with His Lordship the Chief Justice. The MTF Board meetings may be held in His Chambers by prior arrangements in which event His Lordship will chair the meeting. Dr WW informed the Board that where the Chief Justice is not present the Trustees can appoint a Chairman in his place. In the past it was traditional for the Chief Justice to chair MTF Board meetings. The Minutes shows that there have been several occasions where the Chief Justice had not chaired meetings..
 - (v) In the above context, the Hon. Minister had recommended that whenever His Lordship the Chief Justice was not available to chair, Dr. W W should conduct the affairs of the MTF and also chair the Board meetings of MTF with the consent of the other Trustees attending the meetings.
 - (vi) The other two Trustees present at this meeting, the Secretary Higher Education and Secretary Education agreed to the above proposal and Dr. W W conducted the meeting as the chair,
2. Dr.W W tabled a letter from the Presidential Secretariat dated 9/2/2015 signed by Secretary to the President informing that the MTF was under the Food Ministry of which the Minister was Hon, Jayawickrema Perera.

3. CONFIRMATION OF THE MINUTES OF 54TH MEETING HELD ON 31ST DECEMBER 2012.

The Minutes of the 54th meeting had been circulated earlier. The Board noted that it could not as a Board confirm the minutes because they related to matters over two years old. Hence, the Board only noted the Minutes,

4. MATTERS ARISING FROM THE MINUTES OF THE 54TH MEETING HELD ON 31ST DECEMBER 2012

(I) PURCHASE OF LAND

The Board was of the view that the MTF should **NOT** get involved in the purchase of any land. Hence this matter will not be pursued.

(II) SRI LANKA INSTITUTE OF TECHNOLOGY (SLITT) AT MALABE

Dr WW agreed to study the current relationship between MTF and SLITT and apprise the Board.

(III) LALITH ATHULATHMUDALI MEMORIAL STATUE NEAR ROYAL COLLEGE

The Board approved assistance for the maintenance of this statue by the Colombo Municipality.

(IV) FINANCIAL ASSISTANCE FOR LALITH ATHULATHMUDALI FOUNDATION

Dr. W W told the Board that he will contact late Lalith Athulathmudali's brother Mr. Dayantha Athulathmudali (whom he knows well) and apprise the Board on the subject.

(V) DEVELOPMENT OF MAHAPOLA WEB-SITE

This has been done. The Board including His Lordship the Chief Justice and its members will be informed of the link. Dr. WW kindly requested the Board members to peruse it and inform him of any possible improvements.

(VI) MAHAPOLA NOMINEES FOR THE BOARD OF SLITT

Dr. W W agreed to consult the Hon, Minister and submit the requested nominees of MTF and keep the Board informed.

(VII) COMMENTS ON THE DECISIONS TAKEN BY THE FORMER BOARD AT MTF MEETING HELD ON 31ST DECEMBER 2012

The Board only noted the several decisions taken by the previous Board which are recorded at pp 4 – 7 of those Minutes.

The Board **did not agree** with some of these decisions, especially adhoc decisions relating to meeting the cost of swimming pools at schools without proper estimates and evaluations.

The Board was of the view that in the future, MTF should concentrate on **scholarships and bursaries for education.**

Board Member, Secretary of Education, Mr. Upali Marasinghe kindly agreed to submit a paper on this matter for consideration by the Board.

DECISIONS TAKEN AT AT 55TH BOARD MEETING OF 19TH MARCH 2015 ON SEVERAL BOARD PAPERS SUBMITTED. THERE WERE SIXTEEN (16) BOARD PAPERS WITH SEVERAL ATTACHMENTS.

Board Paper No. 55/01

(a) MTF Budget for 2015

This was approved.

(b) Expenses incurred for event at "Shalika Grounds" Colombo

This was **Not** approved and Dr WW was entrusted to attend to this.

Board Papers No. 55/02 and 55/03 (combined)

This was noted. It was also noted that the Mahapola Scholarship for which the MTF gives Rs. 2550/- per month will be increased to Rs. 5000/- per month from July 2015 in keeping with the promise given by the new government.

The additional money to top upto Rs. 5000/- (from Rs. 2550/-) will be given by the Treasury through the University Grants Commission (UGC) etc.

Board Approval was given for Item 7 in the above Board Paper No 55/02 (as follows):

- (a) To increase the number of Scholarships by 500 to keep 50% coverage of the University students intake in the Academic year 2013/2014. Total award will be 14,000 scholarships for 2013/2014 academic year as our Corporate Plan.
- (b) To allocate as previous year, number of 2500 Scholarships for Other Higher Educational Institutions.
- (c) To follow the previous practice for reallocation if there are remaining balances of unallocated Scholarships in Bio Science and Physical Science Streams.

Board Paper No 55/04

Approval was given for the decision taken on the nine (9) students as set out in Item 4 of the Board Paper.

Board Paper No 55/05

Board decided that currently there should be no change and requested S/Higher Education to obtain a full report from SLITT on this matter and send it to MTF.

Board Paper 55/06

Scholarship for UNIVOTECH.

The Board agreed to consider this matter after a full report about the Institution, The Secretary/ Higher Education agreed to pursue this matter since UNIVOTECH comes under that Ministry.

Board Paper No 55/07 – Mahapola Lottery

Dr WW apprised the Board of the current situation where the Malaysian investor had met him. Dr WW was requested to attend to this in consultation with the Hon. Minister.

Board Paper No55/08

The proposed construction by the SLITT as outlined in the Board Paper was approved. It was noted that Mahapola funds were **Not** involved.

Also as Dr WW stated the land on which SLITT stood belonged to Mahapola and the legal principle “whatever is built on the soil belongs to the soil” applied.

Board Paper No 55/10

The COPE directions were noted and Dr WW was requested to attend to them.

Board Paper No 55/11

Funds Management Agreement with NWCL

The Board approved the request in Item 5 in the Paper.

The Board also decided that since NWCL and NWSL were both fully owned companies of MTF, any further bulk interest of Mahapola could be given to NWCL to invest on the same terms as the main fund with the condition that MTF will get a higher return from such investment than from a normal fixed deposit as currently got.

Dr. WW was authorized to attend to this and sign the required Agreements with another Trustee.

Board Paper No 55 /12

NATIONAL WEALTH CORPORATION (NWCL) AND NAT-WEALTH SECURITIES LTD (NWSL)

Dr WW informed the Board that appropriate steps were being taken in consultation with the Hon, Minister to fill the vacancies in the Boards of the two companies.

Board Paper No. 55/13

Increase of Rent for floor area occupied by MTF at CWE building.

Dr. WW undertook to examine this matter further and decide in consultation with Hon Minister and also apprise the Board.

The Board also requested Dr. WW to explore the possibility of obtaining suitable premises for Mahapola staff at UGC, since UG is now fully involved in paying the Mahapola recipients and a lower rental with UGC may be possible.

Board Paper No 55/14

Preparation of Accounts in keeping with Accounting Standards.

The Board approved the request in the Board Paper.

Board Paper No 55/15

Payment of Employee Benefits in keeping with Government Circulars.

Subject to Dr WW examining this matter further, the Board approved the request in the Board Paper.

Board Paper No 55/16

Medical Insurance cover for MTF employees.

The Board differed this matter and requested Dr. WW who is also Sri Lanka's Insurance Ombudsman and knows the insurance companies (22 of them) to further examine this request for medical insurance for MTF staff and report to the Board.

BOARD DECISIONS OUTSIDE THE BOARD PAPERS SUBMITTED

1. As set-out earlier, His Lordship the Chief Justice will not attend MTF meeting unless (a) requested and there is a need to do so and (b) the meeting is to be held in His Chambers. However, **on all occasions His Lordship will be notified of MTF Minutes and important decisions** and the Board papers and the Minutes sent to him. His Lordship the Chief Justice is always entitled to request for a Board meeting or have any matter included for Board consideration.

2. With the consent of the other Trustees, when His Lordship does not attend, Dr WW may function as Chairman at MTF Board Meetings. All decisions taken with the consent of other Board members will be with the consent of the Board at a Board meeting or by circulation of Papers. The Hon Minister will also be consulted and his approval obtained.
3. Under the statute (legislation) setting up the MTF. The MTF Board has full authority to administer the MTF and its staff.

Section 3(1) of the Mahapola Trust Fund Act No. 66 of 1981 states:

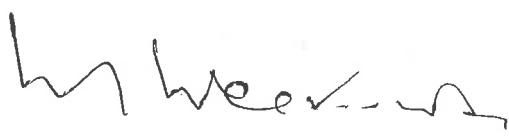
The Administration, Management and Control of the Fund shall be vested in the Board of Trustees.

4. After discussion the Board decided that a stipend/allowance of Rs. 7,500/= be paid to Board member **for attendance** at Board meetings.
5. Dr. W W informed the meeting that there is currently a little over Rs. Seven Billion in Mahapola Funds in a custodian Account with the Bank of Ceylon.

All the profits of the Development Lottery go to the President's Fund and 50% of those profits are credited to Mahapola.

Currently about 45,000 Tertiary students get Mahapola Scholarships.

6. Approval was given for the sale of Mahapola dual purpose vehicle - registration no. 58 - 7792. First purchased in October 1996. It had been used by MTF. From about November 2014 the previous Minister (Mr. Johnston Fernando) had used it for the Presidential election campaign. It was in a very bad condition and declared unusable for MTF which had also invested in another vehicle. Dr. WW was authorized to get it valued and advertise and sell this vehicle and to move it to the premises of NWL (a subsidiary of MTF) for this purpose. Also, two Trustees were authorized to sign the transfer papers.
7. It was also decided that the Board need not meet unless there is a sufficient agenda and Dr. WW could obtain approval of the Board for individual matters of importance by the circulation of Board Papers. Also, any Board member can request any matter concerning the MTF to be placed for a Board decision.


DR. WICKREMA WEERASOORIA
TRUSTEE MTF
(FOR AND ON BEHALF OF THE MTF BOARD)

MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND

BOARD PAPER NO. 56.10

NEW AGREEMENT/LEASE AND RELATIONSHIP OF MAHAPOLA WITH
SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (SLIIT)

This is an important matter which I was requested to study carefully at the last meeting of the Board and submit my recommendations for implementation.

1. In early 2002 the MTF supported the establishment of the Sri Lanka Institute of Information Technology (SLIIT) by paying (in installments) for the construction of a large academic building **at Malabe** on **Government** land acquired/leased to the Ministry of Trade. The total contribution from Mahapola to SLIIT (paid in installments) come to Rs. 375 million. (Rs. 373,579,392/= to be exact).
2. Many things have happened after Mahapola expended about Rs. 375 million for SLIIT such as the following:
 - (a) Because of this payment of Rs. 375 million it was **assumed** (in my view erroneously) that Mahapola had an **equity** investment in the Malabe building property called the "Malabe Campus". Also in 2002 Rs. 375 million was a large amount!
 - (b) As a result MTF requested representation on the SLIIT Board and **Five** persons nominated by MTF were on the SLIIT Board. They received sizeable Director's fees and other emoluments paid by SLIIT.
 - (c) In addition, SLIIT paid an **annual lease rent** for the land on which the Malabe campus stood. The lease rent paid annually by SLIIT comes to Rs.148 million between the period 2002 to 2014. It is noteworthy that while Mahapola was paid and accepted this lease rent, Mahapola itself had paid nothing for this land, which was State (Crown) land!
 - (d) Because of the above situation, namely the involvement of MTF in SLIIT, other issues arose. A matter of practical concern is that from 2012 onwards the new Accounting Standards Rules require the accounts of a "Subsidiary" to be consolidated with the accounts of a "Parent" (primary institution). Hence, the Auditors request that SLIIT accounts be appropriately consolidated with Mahapola annual accounts. This accounting issue has led to serious practical difficulties, all because of an initial expenditure of Rs. 375 million by Mahapola for the SLIIT building at Malabe in 2002.
 - (e) The above payment of Rs. 375 million has been in the past considered as an "equity investment" by Mahapola in SLIIT Truly it was never intended to be so. If at all, it was Mahapola financial assistance to SLIIT as an educational

institution. It is in a similar way that Mahapola gives financial assistance/grants to schools under its **Schools Development Fund**. Another example is the construction of Swimming Pools for Schools which Mahapola did in the past. Surely, by giving such funds, Mahapola does not have an "equity investment" in the institutions assisted financially!

THE RECOMMENDED WAY FORWARD

For me to advise the MTF Board as to the way forward with SLIIT, I also visited the Malabe Campus and discussed the situation with SLIIT Board and its main drivers such as Dr. Lalith Gamage and Dr. Lakshman Ranasinghe, former Vice Chairman of UGC.

By all accounts SLIIT has become the most reputed Non-State Tertiary Institution in Sri Lanka. It has entered into collaborative status with several foreign Universities especially Australian, such as Curtin and Edith Cowon Universities.

As a fee levying non State University it has the best intake of tertiary students in (a) Computer and IT Studies and more recently in (b) Engineering (both Civil and Mechanical).

Apart from the Rs. 375 million contributed by Mahapola since 2000, SLIIT has on its own spent a very large sum of money, as much as **Rs. 1.3 billion** on buildings on the Malabe Campus, quite apart from the cost of moveables such as computers and other electronic equipment.

Undoubtedly SLIIT has become the Country's most prestigious and sought after Non-State Tertiary Institution and the top private sector firms have also embraced it (eg. Virtusa, Millennium, IFS) and have established their own Laboratories there and give employment to many students who pass out from SLIIT.

Significantly, any study of SLIIT showed the emphasis they place on (a) the teaching of English and (b) Communication soft skills which all Sri Lankan Under-graduates lack.

It is of primary importance then SLIIT must advance as an independent/autonomous body free of any Mahapola involvement, such as nominations to SLIIT Board and consolidation of financial accounts between the two institutions. Foreign Collaborators with SLIIT are hesitant when they observe these practical obstacles that SLIIT does not appear to be autonomous.

In my view the ONE and ONLY reason for all the above stated practical issues is the sum of Rs. 375 million paid (in installments) by Mahapola to SLIIT between 2002 - 2004.

In my view, this is the "umbilical cord". Unless this is severed the non-practical situations stated above will continue to the detriment of both institutions.

The ONLY option is for SLIIT, even to obtain a Bank loan and pay off the total sum of Rs. 375 million to Mahapola. Once this is done Mahapola will not have any **legal** involvement with SLIIT.

Here it is noteworthy that upto date from 2002, SLIIT has paid Mahapola about Rs. 148 million as lease rent (now about Rs. 27 million per year).

This payment of lease rent **for the land** should continue although it is a windfall for Mahapola because this is Crown land and Mahapola itself has not paid anything for it and taxes for the land are paid by SLIIT to the relevant Pradeshiya Council.

Accordingly, Board approval is sought as follows:

- (1) To ask SLIIT to pay back the entire sum of Rs. Rs. 373,579,392/= (round figure) which Mahapola paid in early 2000 - 2002 in installments.
- (2) To grant a lease (Notarially executed) signed by Mahapola Trust in relation to the Malabe land for a period of 60 years as currently done from May 2015 at an annual lease rent to be negotiated with SLIIT, keeping in mind the current lease rent and that SLIIT is a reputed educational institution and that the property will not be used for any purpose other than education.

The suggested annual lease initially for the first five years from May 2015 is Rs. 20 million per year, because this is ONLY for the land value as building value is now repaid.

The rent to be appropriately increased once every five years and for purposes of certainty, this increase to be shown in the lease document.

SLIIT is liable to pay and settle any land taxes and rates with the relevant local Authority.

- (3) A New Agreement to be signed between SLIIT and Mahapola rescinding all previous Agreements and setting out the New relationship that for the consideration of repaying the Rs. 373,579,392/= and the lease rental (a) (aforesaid), SLIIT will be an Autonomous/Independent body with no involvement of Mahapola.
- (4) Outside the Agreement and the Notarial lease, SLIIT by a letter to Mahapola agrees to the following: (Only as a matter of Goodwill)
 - (a) They have already named the Auditorium at Malabe Campus as "The Lalith Athulathmudali" Auditorium.

(Nostalgically, the undersigned was with him when he created Mahapola and also because 50% profits in the Development Lottery which now funds Mahapola).

(b) SLIIT to further develop and maintain the Mahapola Website.

(c) SLIIT to award upto six scholarships on a 100% merit basis to the best Mahapola students in IT/Engineering or any other tertiary courses done by SLIIT.

The Trustees are kindly invited to suggest any other activity SLIIT may be asked to consider doing for Mahapola.

Board approval is requested to proceed and implement the above.



DR. WICKREMA WEERASOORIA
TRUSTEE

Date: 20th April 2015

ORIGINAL

AGREEMENT

THIS AGREEMENT made and entered into at Colombo on this Twelfth (12th) day of May Two Thousand and Fifteen (2015) by and between **MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND** (incorporated under the Mahapola Higher Education Scholarship Trust Fund Act No.66 of 1981) having its registered office at No.21 Vauxhall Street Colombo 02 in the Republic of Sri Lanka (hereinafter called and referred to as "Mahapola Trust Fund") of the ONE PART and **SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED** (bearing registration No. N(PBG) 67)) having its registered office at the 16th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 03 in the said Republic (hereinafter called and referred to as "SLIIT") of the OTHER PART

WHEREAS the Mahapola Trust Fund has been established under the said Mahapola Higher Education Scholarship Trust Fund Act No. 66 of 1981 ("said Act"), for the purposes, objects of carrying inter alia the following:

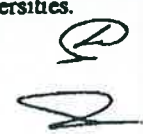

- (a) To provide higher educational facilities to youth;
- (b) To provide assistance to deserving youth who have completed their secondary education satisfactorily, so as to enable them to complete their academic industrial or technical education at a University or technical or higher educational institute, as the case may be;
- (c) to set up and assist in the setting up and management of vocational training institutes for enabling youth to develop their vocational skills and competence;
- (d) to set up and assist in the management and conduct of schools, institutions, foundations and similar institutions engaged in the furtherance of education.

WHEREAS SLIIT is a premier degree awarding institute approved by the University Grants Commission under the Universities Act. Renowned for excellence in teaching, as well as for preparing students for the world of work, SLIIT has created a learning and research environment with the best possible resources for students.

While encouraging students to be innovative and committed towards excellence, SLIIT aims at producing graduates with strong analytical, problem solving and communication skills. SLIIT is also a member of the Association of Commonwealth Universities and International Association of Universities (IAU).

WHEREAS SLIIT was founded in 1999, to meet the demands of producing much needed IT Professionals to the Nation. In 2000, in collaboration with International Business Machines Corporation (IBM) the first student intake commenced. The University Grants Commission approved SLIIT as a degree awarding institute in 2001. Also during this year the first CISCO Academy was established at SLIIT and Curtin University degree programmes commenced.

In the year 2003 Graduate Studies commenced at SLIIT. In 2004 SLIIT partnered with Royal Melbourne Institute of Technology University Australia (RMIT). The BSc in Computer Systems Networking, Curtin University, Australia, under the Faculty of Computing commenced in 2006. SLIIT officially established the Faculty of Business and offered a BBA Business Management degree with Sheffield Hallam University, UK in 2007. An MSc in Enterprise Applications Development was also offered with Sheffield Hallam University. That year SLIIT became a Member of the Association of Commonwealth Universities.


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In 2008 SLIIT offered the BEng. in Electronic Engineering degree in association with Sheffield Hallam University, UK. A BBA Hons degree under the Faculty of Business and approved by the University Grants Commission was begun in 2011, and under the Faculty of Computing commenced the BSc in Software Engineering, Curtin University, Australia.

The Bachelor of Engineering degrees with Curtin University, Australia under the Faculty of Engineering began in 2012. SLIIT also commenced the MSc in Telecommunication and Electronic Engineering degree offered by Sheffield Hallam University, UK during the year.

In 2013 SLIIT offered BSc Hons in Engineering degree under the Faculty of Engineering approved by the University Grants Commission and partnered the Colombo Academy of Hospitality Management to offer the Bachelor of Tourism and Hospitality Management degree offered by William Angliss Institute Australia.

WHEREAS the vision and mission of SLIIT is to be a Centre of Excellence to advance and disseminate knowledge, foster and promote innovation and produce world-class intellectuals to best serve the nation and beyond and to create a learning and research environment with best possible resources for SLIIT's students and staff to be innovative and dedicated to excellence and to produce graduates with strong analytical, problem-solving and communication skills.

WHEREAS SLIIT partners with the following universities in the following countries:

Australia – Curtin University of Technology, University of Newcastle, University of Tasmania, Swinburne University, RMIT University, University of South Australia, Queensland University of Technology and Deakin University.

Canada – Algoma University, Memorial University

Britain – Sheffield Hallam University, Aston University, Nottingham University, Surrey University, Huddersfield University, Robert Gordon University, Loughborough University

United States – University of Cincinnati, Southeast Missouri State University and Illinois State University

WHEREAS SLIIT is a university conducting the following faculties:

Faculty of Computing – The multi-disciplinary powerhouse consisting of five major areas of education: Information Technology, Computer Systems & Networking, Information Systems, Software Engineering, Interactive Media and Cyber Security.

Faculty of Business – Nurtures leaders, managers and IS professionals that can make decisions and implement actions that are right for themselves, right for their organizations and right for the wider community.

Faculty of Engineering – Is the epicentre of engineering education, research, knowledge creation and distribution in Sri Lanka.

WHEREAS SLIIT currently operates campuses in the following places –

Malabe Campus – Situated on a 25 acre site in a serene environment overlooking the enchanting hills of the mid-country. Only 10 kms east of Colombo precincts, it is the designated future Cyber City of Sri Lanka.

Metropolitan Campus – Centrally located at the BOC Merchant Tower in Colombo 03, close to the Kollupitiya Junction with readily available public transport services in all directions.

Matara Campus – Established in 2001 and situated in the heart of the Matara Town, for the convenience of students in and around Matara. The centre admits up to 100 students for the first year of the degree program.

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Kandy Campus – Established in January 2002 in collaboration with E-wis Career Training (Pvt) Ltd to admit 150 students for the first year of the degree programme.

Kurunegala Centre – Established in 2013 in collaboration with E-wis Career Training (Pvt) Ltd to admit 100 students for the first year of the degree program.

Jaffna Centre – Established in 2010 in collaboration with E-wis Career Training (Pvt) Ltd to admit 100 students for the first year of the degree program.

WHEREAS the Mahapola Trust Fund is seized and possessed of all that allotment of land and premises (with the buildings thereon) ("the said Land and Premises") morefully described in the schedule hereto.

WHEREAS the Mahapola Trust Fund has in furtherance of its objects as contained in the said Act, entered into Agreement No.11 dated 19th March 2003 and Agreement dated 14th November 2005 pursuant to which Mahapola Trust Fund has contributed a sum of Sri Lanka Rupees Three Hundred and Seventy Three Million Five Hundred and Seventy Nine Thousand Three Hundred and Ninety Two (Rs. 373,579,392/-) by providing the said sum to SLIIT towards the construction by SLIIT a building for the SLIIT Malabe Campus on the said Land and Premises and Mahapola Trust Fund granted possession of the said Land and Premises to SLIIT for the above purposes on the understanding that Mahapola Trust Fund would lease the Land and said Premises to SLIIT on a long term basis and upon the terms and conditions to be agreed to by and between Mahapola Trust Fund and SLIIT.

WHEREAS SLIIT and Mahapola Trust Fund have agreed and Mahapola Trust Fund recognizes and concedes that on repaying by SLIIT to Mahapola Trust Fund a sum of Sri Lanka Rupees Four Hundred and Eight Million Five Hundred Thousand (Rs.408,500,000/-) (the amount having arrived at by the parties to be the said sum of Sri Lanka Rupees Three Hundred and Seventy Three Million Five Hundred and Seventy Nine Thousand Three Hundred and Ninety Two (Rs.373,579,392/-) and by having taken into consideration the scholarships awarded to SLIIT students by the Mahapola Trust Fund and other incidental costs Mahapola Trust Fund might have incurred).

WHEREAS in terms of this Agreement SLIIT shall not be an institution or entity operating in any capacity or as an equity invested by Mahapola Trust Fund and therefore SLIIT shall not fall within the Sri Lanka Accounting Standards, Sri Lanka Financial Reporting Standards, and International Accounting Standards requirements and that the financial or other accounts of SLIIT has no relevance to the accounts of Mahapola Trust Fund requiring any consolidation of accounts as from the financial year 2015/2016 and thereafter.

WHEREAS SLIIT and Mahapola Trust Fund are now desirous of rescinding all previous agreements in particular the Agreement No.11 dated 19th March 2003 and Agreement dated 14th November 2005 entered into with Mahapola Trust Fund and recording the same by setting out such intention and other such understandings of the parties hereto by way of entering into this Agreement.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of each of the parties hereto doing, observing and performing the respective terms, conditions, covenants, stipulations and obligations contained in this Agreement to be respectively done, observed and performed by each of them, the parties hereto hereby agree as follows:

1. the parties hereto agree and admit that in particular Agreement No.11 dated 19th March 2003 and Agreement dated 14th November 2005, and all other (if any) agreements entered into between SLIIT and the Mahapola Trust Fund are hereby rescinded and no longer valid and in force.
2. SLIIT shall at or prior to the execution of this Agreement pay/re-pay the aforesaid sum amounting to Sri Lanka Rupees Four Hundred and Eight Million Five Hundred Thousand (Rs.408,500,000/-) (the receipt of which Mahapola Trust Fund doth hereby expressly acknowledge) to Mahapola Trust Fund. Mahapola Trust Fund hereby specifically declare

A. W. P. R.

that 

that the said sum of Sri Lanka Rupees Four Hundred and Eight Million Five Hundred Thousand (Rs.408,500,000/-) is the only sum due from SLIIT to Mahapola Trust Fund in terms of the said Agreement No.11 dated 19th March 2003 and Agreement dated 14th November 2005 and in consideration of the scholarships awarded to SLIIT students by the Mahapola Trust Fund and other and incidental costs Mahapola Trust Fund might have incurred as aforementioned,. Furthermore, Mahapola Trust Fund shall not have any further claims whatsoever in regard to payments from SLIIT under the said Agreement No.11 dated 19th March 2003 and Agreement dated 14th November 2005.

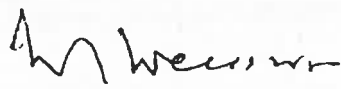
3. Mahapola Trust Fund agrees and covenants with SLIIT that SLIIT would herein after continue as an autonomous and independent body that will carry on its objects as set out in SLIIT's Articles of Association, which includes inter alia:


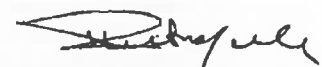
- (i) to carry on business under the name and style of Sri Lanka Institute of Information Technology and provide for and conduct courses in Information Technology leading to Diplomas and Certificates
- (ii) to establish and provide state of the art facilities including modern networking infrastructure with satellite links for research and development
- (iii) to carry out research and development in Information Technology
- (iv) to provide high quality training and establish a pool of experts and specialist in Information Technology
- (v) provide consultancy services in Information Technology
- (vi) set up a Software Development Center and undertake software development work
- (vii) lease/rent the facilities of the company for private and public sector organisations to conduct their business related to Information Technology
- (viii) to provide tertiary level education and training, research and consultancy in other selected disciplines as determined by the Institute

4. The parties hereby covenant and agree that the Mahapola Trust Fund has no equity interest or academic involvement with SLIIT and that SLIIT shall stand as an independent body and there shall be no requirement for any consolidation of accounts for either SLIIT or Mahapola Trust Fund as from 2015 under the Sri Lanka Financial Reporting Standards or International Accounting Standards.

5. The parties hereto further covenant to formally enter into a Notarial Lease Agreement to maintain the relationship of as Lessor and Lessee subject to the terms and conditions contained in such Lease Agreement to be entered into between the two parties.

6.This


A.M.P. Rajakaruna

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6. This Agreement entered into between SLIT and Mahapola Trust Fund, shall stand cancelled and revoked and no longer be binding on SLIT and Mahapola Trust Fund, upon the above clauses being satisfied and duly fulfilled. SLIT and Mahapola Trust Fund hereby further expressly agree the relationship between SLIT and Mahapola Trust Fund thereafter shall be that of Lessor and Lessee in terms and in accordance with the Lease Agreement that shall be executed by SLIT and Mahapola Trust Fund pursuant to Clause 5 of this Agreement.
7. In the event of any, dispute, controversy or claim arising between the parties hereto concerning this Agreement or any matter of whatsoever nature arising under this Agreement or the operation or the interpretation of this Agreement then and in every such case such dispute, controversy or claim shall firstly be discussed among the parties to this Agreement in a spirit of mutual co-operation.
8. In the event that any doubt, difference, dispute, controversy or claim arising out of or relating to this Agreement arising from, out of or in connection with this Agreement, or on the interpretation thereof or on the rights, duties, obligation or liabilities of either party hereto or on the operation, breach, termination or validity of this Agreement cannot be settled within a period of thirty (30) days from the date it arose by discussion, such doubt, difference, dispute, controversy or claim shall be settled by arbitration in accordance with the Rules of the Arbitration Center of the Institute for the Development of Commercial Law and Practice ("ICLP") by one (1) arbitrator. The place of arbitration shall be Colombo. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF the Lessor hath caused its Seal to be affixed and Prof. Lalith Deepthi Kumara Bamunawita Gamage and Prof. Lloyd Lakshman Ratnayake two Directors of the Lessee have set their respective hands hereunto and to one other of the same tenor and date at Colombo aforesaid this Twelfth day of May Two Thousand and Fifteen

THE SCHEDULE ABOVE REFERRED TO

All that allotment of land marked Lot 1 on P. Plan No. CO 6780 dated 29th November 1988 made by S. Kalutantri Licensed Surveyor for the Surveyor General of the land called Ranisthanwatta bearing Assessment No. 52 (Part), Kaduwela Road in the Grama Niladari Division of Malabe West and within the Divisional Secretary's Division of Kaduwela within the Municipality and District of Colombo Western Province and the said Lot 1 is bounded on the North by the Main Road and Road on the East by Road Ranisthanwatta and Lake on the South by Ranisthanwatta and Lake and on the West by Ranisthanwatta and the Main Road containing in extent Nine decimal Seven Six Nine One Hectares (9.7691 Ha) according to the said P. Plan No. CO 6780 Registered in G 1230/72 at the Homagama Land Registry

WHICH said allotment of land and premises marked Lot 1 on the said P. Plan No. CO 6780 is according to a re-survey described as follows:

All that defined allotment of land marked Lot 1A on Plan No. 3448 dated 2nd September 2011 made by A.M.S.A. Attanayake Licensed Surveyor (being a re-survey of Lot 1 on P. Plan No. CO 6780 dated 29th November 1988 made by S. Kalutantri Licensed Surveyor for the Surveyor General) of the land called Ranisthanwatta presently bearing Assessment No. 277 Kaduwela Road in the Grama Niladari Division of Malabe West within the Divisional Secretary's Division of Kaduwela bounded on the North by Isurupura Road on the East by Isurupura Road and Ranisthanwatta on the South by Ranisthanwatta and on the West by New

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Kandy Road containing in extent Twenty Four Acres and Nought Five decimal Three Nought Perches (A24-R0-P05.30) or Nine decimal Seven Two Five Nine Hectares (9.7259 Ha) according to the said Plan No.3448

The Seal of the withinnamed MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND was hereto affixed in the presence of Dr. Wickrama Sena Weerasooria and Anil Manthri Padmadeva Rajakaruna two of the Members of the said Fund who do hereby attest the sealing thereof

at Colombo on this 12th day of May 2015

W. Weerasooria
A.M.P. Rajakaruna

WITNESSES:

- 1. *[Signature]* Hon. Mallow Arachchige Gamini Jayawickrema Perera
Minister of Food Security
No.17 Vauxhall Street Colombo 2
- 2. *[Signature]* Hon. Dr. Sarath Leelananda Bandara Amunugama
Minister of Higher Education
No.18 Ward Place Colombo 7

Signed by Prof. Lalith Deepthi Kumara Bamunawita Gamage and Prof. Lloyd Lakshman Ratnayake two Directors of the withinnamed SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED at Colombo on this 12th day of May 2015

[Signature]
[Signature]

Witnesses :

- 1. *[Signature]* Hon. Mallow Arachchige Gamini Jayawickrema Perera
Minister of Food Security
No.17 Vauxhall Street Colombo 2
- 2. *[Signature]* Hon. Dr. Sarath Leelananda Bandara Amunugama
Minister of Higher Education
No.18 Ward Place Colombo 7

[Signature]
[Signature]
A.M.P.R. *[Signature]*

F. J. & G. DE SARAM
NOTARIES,
COLOMBO.

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F. J. & G. De Saram
NOTARIES PUBLIC

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A. M. ...
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INDENTURE OF LEASE

No. 952.

THIS INDENTURE OF LEASE made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka by and between the MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (incorporated under the Mahapola Higher Education Scholarship Trust Fund Act No. 66 of 1981) having its registered office at No. 21, Vauxhall Street, Colombo 2, (hereinafter called and referred to as "the Lessor" and sometimes referred to as the "Mahapola Higher Education Scholarship Trust Fund" which term or expression as herein used shall where the context so requires or admits mean and include the said Mahapola Higher Education Scholarship Trust Fund and its successors and permitted assigns) of the ONE PART and The SRI LANKA INSTITUTE OF INFORMATION TECHNOLOGY (GUARANTEE) LIMITED (bearing registration No. N(PBG) 67) having its registered office at the 16th Floor, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 03 in the said Republic (hereinafter called and referred to as "the Lessee" which term or expression as herein used shall where the context so requires or admits mean and include the said Sri Lanka Institute of Information Technology (Guarantee) Limited and their and its successors and permitted assigns) of the OTHER PART

WHEREAS:

1. the Mahapola Higher Education Scholarship Trust Fund has been established under the said Mahapola Higher Education Scholarship Trust Fund Act No. 66 of 1981, for the purposes inter alia the following:
 - (a) to provide higher educational facilities to youth;
 - (b) to provide assistance to deserving youth who have completed their secondary education satisfactorily, so as to enable them to complete their academic, industrial or technical education at a University or technical or higher educational institute, as the case may be;
 - (c) to set up and assist in the setting up and management of vocational training institutes for enabling youth to develop their vocational skills and competence;

(d)to

(d) to set up and assist in the management and conduct of schools, institutions, foundations and similar institutions engaged in the furtherance of education.

2. the Lessor is the owner and seised and possessed of all that allotment of land and premises (with the buildings thereon) in the Schedule hereto fully described under and by virtue of Vesting Certificate bearing No. Ath/19/108 dated 10th November 1999 issued under Section 44 of the Land Acquisition Act No. 28 of 1964 as amended, for the purposes of Mahapola Higher Education Scholarship Trust Fund

3. among the objects for which the Lessee is established are the following:

- i. to carry on business under the name and style of Sri Lanka Institute of Information Technology and provide for and conduct courses in Information Technology leading to Degrees Diplomas and Certificates
- ii. to establish and provide state of the art facilities including modern networking infrastructure with satellite links for research and development
- iii. to carry out research and development in Information Technology
- iv. to provide high quality training and establish a pool of experts and specialist in Information Technology
- v. provide consultancy services in Information Technology
- vi. set up a Software Development Center and undertake software development work
- vii. lease/rent the facilities of the company for private and public sector organisations to conduct their business related to Information Technology
- viii. to provide tertiary level education and training, research and consultancy in other selected disciplines as determined by the Institute

4. the Lessor has agreed with the Lessee to lease and the Lessee has agreed to take on lease the said allotment of land and premises (with the buildings thereon) in the Schedule hereto fully described for the term and at the rental and upon the terms conditions and covenants hereinafter set forth and contained

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for and in consideration of the rents hereinafter reserved to be paid in the manner hereinafter set-forth and of the further and other payments hereinafter reserved to be paid in the manner hereinafter mentioned and the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise let and lease unto the Lessee the said allotment of land and premises (with the buildings thereon) in the said Schedule hereto fully described together with all the fixtures and fittings thereon or thereto belonging and all rights ways privileges easements servitudes advantages and appurtenances whatsoever thereto belonging or used or enjoyed therewith or reputed or known as part and parcel thereof (all of which are hereinafter referred to as "the demised premises") for the period and subject to the terms conditions and covenants hereinafter mentioned

TO HOLD the demised premises unto the Lessee for the term of Sixty (60) years commencing from the Fifteenth (15th) day of May Two Thousand and Fifteen (2015) and ending on the Fourteenth (14th) day of May Two Thousand and Seventy Five (2075) (hereinafter referred to as "the said term")

YIELDING AND PAYING THEREFOR during the said term of Sixty (60) years unless mutually extended by the parties hereto unto the Lessor the total lease rental of One Billion Eight Hundred and Fifty One Million Two Hundred and Fifty Thousand (Rs. 1,851,250,000/-) of lawful money of Sri Lanka in the following manner :

(i) the

- (i) the rent for the First to the Fifth year of the said term (commencing from 15th May 2015 and ending on 14th May 2020) shall be Rupees Twenty Million (Rs. 20,000,000/-) per year
- (ii) the rent for the Fifth to the Tenth year of the said term (commencing from 15th May 2020 and ending on 14th May 2025) shall be Rupees Twenty Five Million (Rs. 25,000,000/-) per year
- (iii) the rent for the Tenth to the Fifteenth year of the said term (commencing from 15th May 2025 and ending on 14th May 2030) shall be Rupees Twenty Six Million Two Hundred and Fifty Thousand (Rs. 26,250,000/-) per year
- (iv) the rent for the Fifteenth to the Twentieth year of the said term (commencing from 15th May 2030 and ending on 14th May 2035) shall be Rupees Twenty Seven Million Five Hundred (Rs. 27,500,000/-) per year
- (v) the rent for the Twentieth to the Twenty Fifth year of the said term (commencing from 15th May 2035 and ending on 14th May 2040) shall be Rupees Twenty Eight Million Seven Hundred and Fifty Thousand (Rs. 28,750,000/-) per year
- (vi) the rent for the Twenty Fifth to the Thirtieth year of the said term (commencing from 15th May 2040 and ending on 14th May 2045) shall be Rupees Thirty Million (Rs. 30,000,000/-) per year
- (vii) the rent for the Thirtieth to the Thirty Fifth year of the said term (commencing from 15th May 2045 and ending on 14th May 2050) shall be Rupees Thirty One Million Five Hundred Thousand (Rs. 31,500,000/-) per year
- (viii) the rent for the Thirty Fifth to the Fortieth year of the said term (commencing from 15th May 2050 and ending on 14th May 2055) shall be Rupees Thirty Three Million (Rs. 33,000,000/-) per year
- (ix) the rent for the Fortieth to the Forty Fifth year of the said term (commencing from 15th May 2055 and ending on 14th May 2060) shall be Rupees Thirty Four Million Five Hundred Thousand (Rs. 34,500,000/-) per year
- (x) the rent for the Forty Fifth to the Fiftieth year of the said term (commencing from 15th May 2060 and ending on 14th May 2065) shall be Rupees Thirty Six Million (Rs. 36,000,000/-) per year
- (xi) the rent for the Fiftieth to the Fifty Fifth year of the said term (commencing from 15th May 2065 and ending on 14th May 2070) shall be Rupees Thirty Seven Million Seven Hundred and Fifty Thousand (Rs. 37,750,000/-) per year
- (xii) the rent for the Fifty Fifth to the Sixtieth year of the said term (commencing from 15th May 2070 and ending on 14th May 2075) shall be Rupees Forty Million (Rs. 40,000,000/-) per year
- (xiii) the said yearly rentals are payable on or before the Fourteenth (14th) day of May at the end of each year during the said term

(For the purpose of paying stamp duty on this Indenture of Lease, the rent payable for the first Twenty (20) years of the said term is a sum of Rupees Four Hundred and Ninety Three Million Seven Hundred and Fifty Thousand (Rs. 493,750,000/-)

LESSEES' COVENANTS:

The Lessee to the intent that the lease hereby created shall continue throughout the said term of the lease hereby covenants with the Lessor as follows :-

1. to pay the Lessor the reserved rent on the days and in the manner aforementioned without any deductions whatsoever
2. to use the demised premises to operate and carry on the objects mentioned in the aforementioned recital (hereinafter referred to as "the said purpose")
3. to pay all charges in respect of electricity and water supplied to and consumed on the demised premises during the said term and to observe and perform all the conditions and regulations relating thereto and in the event of any breach by the Lessee of any such conditions or regulations to pay the costs and penalties sustained thereby and indemnify the Lessor from and against all actions claims demands costs penalties and expenses in connection therewith
4. to pay all charges in respect of the use of telephones and of other telecommunications and other electronic equipment on the demised premises
5. to comply with laws and by-laws of the relevant Local Authority and the laws by-laws and regulations of Sri Lanka or any body or authority (regulatory or otherwise) pertaining to the occupancy of the demised premises and which the Lessee is required to comply with and keep the Lessor freed and indemnified from all prosecutions and fines resulting from the breach or non-performance thereof by the Lessee
6. to pay and discharge all rates taxes and levies hereafter payable or chargeable on the demised premises to the relevant Local Authority
7. to construct at the Lessee's cost and expense permanent or temporary buildings/structures thereon and/or to make any alterations to the building/s standing on the demised premises or any part thereof and the fixtures fittings and decorations thereon with written notice to the Lessor and/or to develop renovate and upgrade the demised premises and to install fixtures, fittings, machinery, equipment and other conveniences necessary to use the demised premises for the said purpose of the Lessee

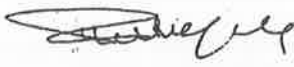
8.to

M. Weerasinghe

A. M. P. Rajakaruna



Director



Director

Mansur Celik

Notary Public
Colombo, Sri Lanka.

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8. to comply with all statutes by-laws and regulations relating to the construction of the buildings on the demised premises and/or effecting alterations/improvements to the demised premises
9. to keep the demised premises in good and tenantable repair and condition during the said term and in the like condition (reasonable wear and tear and damage due to storm tempest flood inevitable accident or irresistible force or events beyond the control of the Lessee excepted) and to deliver up the same to the Lessor at the expiration or sooner determination of the lease hereby created.
10. the Lessee shall be at liberty to assign sub-let lease or mortgage the demised premises or any part thereof without the prior written consent of the Lessor
11. not to use the demised premises or any part thereof for any illegal immoral or unlawful purpose
12. at all times and during the entire period of this Indenture the Lessee shall keep the Lessor indemnified for any act or conduct that occurs or is committed willfully or negligently or by omission of the Lessee on the demised premises
13. at all times during the continuance of this lease to obtain suitable insurance policies at the cost and expense of the Lessee for the demised premises
14. to permit the Lessor and his agents or representatives at all reasonable times during the day time with prior written notice to enter the demised premises for the purpose of inspecting the state and condition thereof
15. to promptly comply with any notices received by the Lessor or the Lessee or served on the demised premises from any statutory public provincial or municipal authority or like authority with respect to or connected with the demised premises or with respect to or connected with the said business carried on in the demised premises. Any such notices received by the Lessor shall be handed to the Lessee to enable compliance therewith
16. to erect display affix or exhibit on or at the demised premises name boards, any signs, lights, embellishments, advertisements or notices that are required for the said purpose
17. subject to the option of renewal and the rights reserved by the Lessee by Clause 7 hereinafter provided, at the expiration or sooner determination of the lease created hereby to peaceably and quietly yield and deliver vacant possession of the demised premises unto the Lessor

LESSOR'S COVENANTS:

The Lessor to the intent that the Lease hereby created shall continue throughout the said term of the lease hereby covenants with the Lessee as follows:-

- 1 that the Lessee paying the rent on the due dates as and when the same falls due as herein set out and observing and performing all and singular the covenants and obligations on the part of the Lessee herein contained shall and may peaceably and quietly possess and enjoy the demised premises without any hindrance or disturbance by or from the Lessor or any person or persons rightfully claiming under or in trust for the Lessor

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2. to warrant and defend unto the Lessee the title of the Lessor to the demised premises and every part or portion thereof against any and every person whomsoever at all times during the said term of the lease hereby granted
3. to allow and permit the Lessee at their own cost and expense to construct permanent or temporary buildings/structures thereon and/or to make any alterations to the building/s standing on the demised premises or any part thereof and the fixtures fittings and decorations thereon and/or to develop renovate and upgrade the demised premises and to install fixtures fittings machinery equipment and other conveniences necessary to use the demised premises for the said purpose
4. to assist the Lessee to obtain all approvals from the relevant Local Authority and other bodies to develop, renovate and upgrade the demised premises as per Clause 7 of the Lessee's Covenants hereof and to carry on the said purpose at the demised premises
5. to be responsible for and make good any loss by the Lessee in relation to the lease hereby created or the demised premises as a result of any liability that arises out of any act or omission of the Lessor in relation to the demised premises or otherwise

MUTUAL COVENANTS :

It is hereby mutually agreed by and between the Lessor and the Lessee as follows :-

1. if the rent payable under the provisions of this lease or any part thereof shall be unpaid for Thirty (30) days after becoming due (whether formally demanded or not) and/or if any of the covenants on the Lessee's part herein contained shall not be observed or performed by the Lessee then and in any of the said cases the Lessor shall give to the Lessee not less than Six (06) months notice in writing requiring the Lessee to observe or perform such covenants and/or conditions and if at the end of the said period of Six (06) months such covenants and/or conditions shall not have been observed and performed then and in any such case it shall be lawful for the Lessor at any time thereafter to give written notice to the Lessee to vacate the demised premises and hand over the demised premises to the Lessor within Three (03) months of such written notice.
2. the Lessee shall have the option of renewing the lease hereby created after the expiration of the said term of the lease herein mentioned and the Lessee shall give the Lessor Six (6) calendar months previous notice in writing prior to the termination of this Indenture and if there is no breach of the covenants on the part of the Lessee herein contained the Lessor shall grant to the Lessee a renewed lease of the demised premises for a further period of Sixty (60) years at the rents and on the terms and conditions to be then mutually agreed upon by the Lessor and the Lessee
3. in the event of the Lessee desiring to terminate the lease hereby created prior to the expiration of the said term herein mentioned the Lessee shall give to the Lessor notice in writing of such desire at least Three (03) calendar months prior to the date on which the Lessee intends on terminating the lease hereby created and the lease hereby created shall thereupon be determined on the date specified in the said notice Provided however that arrangements are made for all students enrolled at the time of termination to have the opportunity to graduate prior to the termination of this Indenture and that the interests of such students are not detrimentally affected or prejudiced

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4. the right of premature termination of this lease by the Lessor is hereby expressly excluded except in the case of breach or default of any provision in this Indenture on the part of the Lessee
5. in case the demised premises or any part thereof shall at any time during the term hereof being destroyed or damaged as a result of violence due to war civil war or civil commotion tempest floods lightning inevitable accident or other irresistible force or any other means the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use by the Lessee Provided however that if the demised premises has been rendered wholly unfit for occupation and use by the Lessee for the purpose for which the same has been leased by the Lessee it shall be lawful but not obligatory on the Lessee within a reasonable time thereof as the case may be to terminate this lease by giving the Lessor notice in writing and upon the expiry of such notice this lease shall absolutely cease and terminate subject to the provisions contained in Clause 3 hereof
6. it is hereby specifically agreed by the Lessor and the Lessee that the fixtures fittings machinery equipment and other conveniences installed on the demised premises by the Lessee as per Clause 7 of the Lessee's covenants shall be deemed to be movable property and shall remain the property of the Lessee upon the expiration or the sooner determination of the lease hereby created The Lessee shall at the expiration or sooner determination of this lease remove and take away such fixtures fittings machinery equipment and other conveniences
7. at the determination or early termination (as herein provided) the lease hereby created by this Indenture the improvements effected on the demised premises including the buildings as may be erected by the Lessee in accordance with Clause 7 of the Lessee's covenants shall become the property of the Lessor and the Lessor shall pay to the Lessee as compensation the capital value of the buildings on the demised premises and improvements effected by the Lessee and all the plant machinery equipment fixtures fittings and things permanently attached to the said buildings belonging to the Lessee as assessed by the Chief Valuer of the Republic of Sri Lanka for the time being or the person acting in such capacity or the person for the time being authorised to carry out the functions of the Chief Valuer by whatever name such office may at the time be designated;

Provided always and it is hereby agreed between the parties that the compensation payable under this Clause shall be deemed to be payable by the Lessor within Two (2) months of the restoration of the demised premises by the Lessee and if the payment of compensation moneys are delayed beyond such date as aforesaid then interest shall accrue on such compensation and be payable to the Lessee by the Lessor at the Central Bank rate of interest then prevailing

8. in the event of the lease hereby created being terminated in terms of this Indenture then and in such an event the advance rents or such proportion thereof as is attributable to the unexpired period of the lease shall be refunded by the Lessor to the Lessee forthwith
9. the covenants provisions terms and agreements herein contained comprise the whole of the agreement between the parties hereto and the parties hereto expressly agree and declare that no further or other covenants agreements provisions or terms whether in respect of the demised premises or otherwise save and except the Agreement entered into between the Lessor and the Lessee on the Twelfth (12th) day of May Two Thousand and Fifteen (2015)

which

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A.H. M.A. Ananda
Deputy A/G Secy.
FAX 011-2-887038

රහස්‍යකම



අමාත්‍ය මණ්ඩල කාර්යාලය
அமைச்சரவை அலுவலகம்
OFFICE OF THE CABINET OF MINISTERS

CABINET DECISION අමාත්‍ය මණ්ඩල තීරණය அமைச்சரவைத் தீர்மானம்

පිටපත් : අග්‍රාමාත්‍ය ලේකම්, මගේ අංකය: අමප/17/0956/701/011
ජාතික ප්‍රතිපත්ති හා 2017 මැයි මස 24 දින.
ආර්.ක.ලේකම්.
මුදල් ලේකම්.
සභාපති, ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය.
විගණකාධිපති.

ක්‍රියා කළ යුතු : ජනාධිපති ලේකම්,
උසස් අධ්‍යාපන හා මහාමාර්ග අමාත්‍යාංශයේ ලේකම්.

ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය (SLIT)

(අතිගරු ජනාධිපතිතුමා ඉදිරිපත් කළ 2017-05-04 දිනැති අමාත්‍ය මණ්ඩල සටහන)

2017 මැයි මස 16 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී තීරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමඟ එවා ඇත.

ඩබ්ලිව්.එම්.ඒ.පී.ප්‍රනාන්දු
අතිරේක ලේකම්.
A.H.M.

අ.කළේ/එස්.අබේසිංහ
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(ආ) න්‍යාය පත්‍රයේ විෂයයන්:

(I) අමාත්‍ය මණ්ඩල පත්‍රිකා - සාමාන්‍ය:

05. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 17/0956/701/011 වූ, "ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය (SLIT)" යන මැදයන් අතිගරු ජනාධිපතිතුමා ඉදිරිපත් කළ 2017-05-04 දිනැති අමාත්‍ය මණ්ඩල සටහන - ඉහත සඳහන් සටහන මුදල් ඇමතිතුමාගේ නිරීක්ෂණ සමඟ සලකා බලන ලදී. මේ පිළිබඳව යාකච්ඡා කිරීමෙන් අනතුරුව, පහත සඳහන් පරිදි අනුමැතිය ලබා දීමට තීරණය කරන ලදී:

(i) ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය, රජයට අයත් නොවන, ස්වාධීන හා ස්වයං තීරණ ගැනීමේ හැකියාව ඇති ආයතනයක් ලෙස පිළිගැනීම; සහ

→ 2

මෙම තීරණය සම්බන්ධයෙන් වැඩිදුර පැහැදිලි කර ගැනීමට අවශ්‍ය අව තම කරුණාකර 2329621
අංකය මගින් සන්නිවේදන ලේකම් විමසීම ගැනවි.
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HE SECRETARY OFFICE 27/06 2018 1:58 PM FAX

9/3-

(ii) එම ආයතනය කිසිදු අමාත්‍යාංශයක විෂය පථය යටතට නොගැනෙන පරිදි, අමාත්‍යවරුන්ගේ විෂයන් හා කාර්යයන් පැවරීමට අදාළ ගැසට් නිවේදනයෙන් එකී ආයතනයේ නාමය ඉවත් කිරීම.

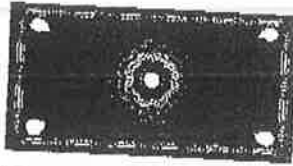
ක්‍රියා කළ යුතු: ජනාධිපති ලේකම් - ඉහත නිරීක්ෂණ යා කොට ඇත.
උසස් අධ්‍යාපන හා මහාමාර්ග අමාත්‍යාංශය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

පිටපත්: අග්‍රාමාත්‍ය ලේකම් - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
ජාතික ප්‍රතිපත්ති හා ආර්ථික කටයුතු අමාත්‍යාංශය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.
මුදල් අමාත්‍යාංශය
සභාපති, ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය - සටහනේ පිටපතක් හා ඉහත නිරීක්ෂණ යා කොට ඇත.

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ශ්‍රී ලංකා ජනාධිපති
இலங்கை சனாதிபதி
President of Sri Lanka



මගේ අංකය : පීඑස්එස්/1/37/3

අමාත්‍ය මණ්ඩල සටහන

ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය(SLIT)

ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය (SLIT) ශ්‍රී ලංකාවේ දැනට ක්‍රියාත්මක වන තාක්ෂණය, ව්‍යාපාර හා ඉංජිනේරු යන ක්ෂේත්‍ර වල උසාධි පිරිනමනු ලබන ප්‍රමුඛ පෙළේ අධ්‍යාපන ආයතනයකි. විශ්වවිද්‍යාල ප්‍රතිපාදන කොමිෂන් සභාව මගින් මෙම ආයතනය උසාධි පිරිනමන ආයතනයක් වශයෙන් අනුමත කර ඇති අතර, දැනට එම ආයතනය විවිධ පළාත් වල පවත්වාගෙන යනු ලබන අධ්‍යාපන මධ්‍යස්ථාන 23ක ගිණුම් ගිණුමෙන් 7,000ක් පමණ ඉයෙකුම් ලබමින් සිටියි. තවද, මෙම ආයතනය සපුරා ඇති කාල පරිච්ඡේදය තුළ ගිණුමෙන් 9,000 කට පමණ උසාධි පිරිනමා ඇත.

මාලගේ පිහිටි ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය ස්ථාපිත කර ඇත්තේ එවකට සිටි ගරු අධ්‍යාපන හා උසස් අධ්‍යාපන අමාත්‍යතුමා සහ ගරු ජේෂ්ව හා ජී.දේවි පෙළඳ කටයුතු හා ආභාර අමාත්‍යතුමා 1998 ජූලි මස 01 වන දින පැවති අමාත්‍ය මණ්ඩල රැස්වීමට ඉදිරිපත් කරන ලද අමාත්‍ය මණ්ඩල සංදේශයකට අනුවය. අමාත්‍ය මණ්ඩලය විසින් එමගින් ඉදිරිපත් කරන ලද යෝජනා වලට ප්‍රතිපත්තිමය වශයෙන් එකඟතාවය ලබා දුන් අතර, එම ආයතනය ස්ථාපිත කිරීම සඳහා අවශ්‍ය ඉඩම් හා මූල්‍යමය සම්පත් මහලොඳු භාරකාර අරමුදල මගින් සපයන ලදී.

උසස් අමාත්‍ය මණ්ඩල සංදේශයේ සඳහන් යෝජිත තොරතුරු තාක්ෂණ ආයතනය පිහිටුවීම හා එහි ඉදිරි කටයුතු පවත්වාගෙන යාම සඳහා ශ්‍රී ලංකා ඉන්ස්ටිටුට් ඔෆ් ඉන්ෆෝර්මේෂන් ටෙක්නොලොජීස් (ඔරන්ට්) ලිමිටඩ් යනුවෙන් සමාගම් පනත යටතේ සමාගමක් 1999 වර්ෂයේදී ලියාපදිංචි කර ඇත.

එම සමාගම මගින් 2002 වර්ෂයේ සිට ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනයේ අධ්‍යාපන කටයුතු ආරම්භ කර ඇති අතර, මහලොඳු භාරකාර අරමුදල එම ආයතනය පිහිටුවීමට මුදලින් රු. 373,579,392ක මුදලක් සහ එම අරමුදල සතු මාලගේ පිහිටි භෝක්ටයාර 9.7691ක විශාල ඉඩමක්ද දීර්ඝ කාලීන බදු පදනම මත ලබා දී ඇත. මෙම ඉඩම සඳහා වාර්ෂික බදු මුදලක් එම සමාගම මගින් මහලොඳු භාරකාර අරමුදල වෙත ගෙවනු ලැබේ.

ඉන්පසුව, මාලගේ තොරතුරු තාක්ෂණ ආයතනය හා මහලොඳු භාරකාර අරමුදල අතර 2015 මාර්තු මස 12 වන දින අත්සන් කරන ලද ගිවිසුමට අනුව, මාලගේ තොරතුරු තාක්ෂණ ආයතනය මගින් මහලොඳු භාරකාර අරමුදලට ගෙවිය යුතු මුළු ණය ප්‍රමාණය සම්පූර්ණයෙන් සියවීමටත්, ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය ස්වෛරී හා නිදහස් ආයතනයක් වශයෙන් ඉදිරි කටයුතු කරගෙන යාමට එකඟ වී ඇත. එම ගිවිසුම යටතේ ලබාගත් ණය පියවීම් සඳහා රුපියල් 408,500,000/=ක මුදලක් මහලොඳු භාරකාර අරමුදලට ගෙවා නිමකර ඇත. දැනට



ශ්‍රී ලංකා ඉන්ෆෝර්මේෂන් සයිට්ට්ස් පරමරජය
இலங்கை இயற்றுவகை
Sri Lanka Information Services Authority

HE SECRETARY OFFICE

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මාලමේ මොරතුරු තාක්ෂණ ආයතනය ඉහත සඳහන් කරන ලද සමාගම මගින් පත්කරන ලද අධ්‍යක්ෂක මණ්ඩලයක් විසින් පාලනය කරනු ලබන අතර, එහි කිසිදු රජයේ නියෝජනයක් නොමැත.

කෙසේ වෙතත්, වරින් වර විෂයයන් හා කාර්යයන් ගැසට් නිවේදන මගින් ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනය රජයේ ආයතනයක් වශයෙන් විවිධ අමාත්‍යාංශ යටතට ඇතුළත් කර තිබේ. වර්තමානයේ උසස් අධ්‍යාපන හා මහාමාර්ග අමාත්‍යාංශයට ඇතුළත් කර ඇත.

ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනය රාජ්‍ය අමාත්‍යාංශයක් යටතේ ගැසට් කිරීම එම ආයතනය සඳහා ආයෝජනයන් කැඳවා ගැනීමටත්, විදේශීය ආයතන හා සම්බන්ධ වීමටත්, එමගින් ආයතනය කවුරුන්ට වර්ධනය කර ගැනීමටත් බාධාවක් බැවින්, මෙම ආයතනය රාජ්‍ය ආයතනයක් වශයෙන් කිසිදු අමාත්‍යාංශයක් යටතේ ගැසට් නොකරන ලෙස ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනයෙන් හා විවිධ අංශ මගින් මා වෙත නියෝජනයන් ඉදිරිපත් කර තිබේ.

ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනය ස්වාධීන උසස් අධ්‍යාපන ආයතනයක් වෙමින්, රජයේ අමාත්‍යාංශයක් යටතේ ගැසට් නොකරන ලෙස එවකට ගරු උසස් අධ්‍යාපන හා පර්යේෂණ අමාත්‍යාංශය විසින් තරයේ නිර්දේශ කර ඇති බවද මෙහිලා සඳහන් කරමි.

මේ පිළිබඳව ගරු නීතිපතිතුමාගේ මතය විමසීමේදී මෙම ආයතනය ස්වාධීන හා ස්වෛරී ආයතනයක් වශයෙන් සැලකීමට නියායුතුකම බාධාවක් නොමැති බව දන්වා ඇත.

ඒ අනුව පහත සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කරමි.

1. මාලමේ ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනය රාජ්‍ය අංශයට අයත් නොවන ස්වාධීන හා ස්වෛරී ආයතනයක් වශයෙන් පිළිගැනීම
2. එම ආයතනය කිසිම අමාත්‍යාංශයක් යටතට නොගැනෙන ලෙස අමාත්‍යාංශ විෂයයන් හා කාර්යයන් පිළිබඳ ගැසට් පත්‍රයෙන් ඉවත් කිරීම

2017.02.12. 4/6


මෙම ශ්‍රී ලංකා මොරතුරු තාක්ෂණ ආයතනයේ
සභාපති

2017 මැයි මස 04 වන දින



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය
இலங்கைக் சனநாயக சோசலிசக் குடியரசு
Democratic Socialist Republic of Sri Lanka

HE SECRETARY OFFICE

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මුදල් අමාත්‍යාංශය நிதி அமைச்சு MINISTRY OF FINANCE

මහලුකමි කාර්යාලය, කොළඹ 01,
ශ්‍රී ලංකාව.

செயலகம், கொழும்பு 01.
இலங்கை

The Secretariat, Colombo 01,
Sri Lanka

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මගේ අංකය }
எனது இல. } MOF/DG/LAD/CO/49/2017
My No. }

ඔබේ අංකය }
உமது இல. } CP 17/0956/701/011
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திகதி } 2017.05.15
Date }

අමාත්‍ය මණ්ඩල සංදේශය මුදල් අමාත්‍යවරයාගේ නිරීක්ෂණ

අමාත්‍යාංශය : ශ්‍රී ලංකා ජනාධිපති

ලේඛය හා දිනය : ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය (SLIT)

2017.05.04

යෝජනා/ඉල්ලීම : සහන සඳහන් යෝජනා සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කෙරේ.

1. මාලගමු ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය රාජ්‍ය අංශයේ අයත් නොවන ස්වාධීන හා ස්වෛරී ආයතනයක් වශයෙන් පිළිගැනීම.
2. එම ආයතනය කිසිම අමාත්‍යාංශයක් යටතට නොගැනෙන ලෙස අමාත්‍යාංශ විෂයයන් හා කාර්යයන් පිළිබඳ ගැසට් පත්‍රයෙන් ඉවත් කිරීම.

නිරීක්ෂණ : යෝජනා සඳහා එකඟවෙමි.

රවි කරුණානායක, පා, ම.
මුදල් අමාත්‍ය

1897

1987 අංක 20 දරන සංවර්ධන දොතරැස් මණ්ඩල පනත

[පනතිකය සටහන් කළේ 1987 අගෝස්තු මස 12 වන දින] එච්.ඩී.-ඒ. 8/86.

දොතරැස් පැවැත්වීම සඳහා සංවර්ධන දොතරැස් මණ්ඩලයක් පිහිටුවීම පිණිස ද, ඒ හා සම්බන්ධ හෝ ඊට ආනුෂංගික කාරණා සම්බන්ධයෙන් විධිවිධාන පැවැත්වීම පිණිස ද, වූ පනතකි.

ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ පාර්ලිමේන්තුව විසින් මෙසේ පනවනු ලැබේ :-

1. මේ පනත 1987 අංක 20 දරන සංවර්ධන දොතරැස් මණ්ඩල පනත යනුවෙන් හඳුන්වනු ලැබේ.

I වන කොටස

සංවර්ධන දොතරැස් මණ්ඩල පිහිටුවීම

3. (1) සංවර්ධන දොතරැස් මණ්ඩලය යනුවෙන් හඳුන්වනු ලබන, (මෙහි මින් ඔහු "මණ්ඩලය" යනුවෙන් සඳහන් කරන) මණ්ඩලයක් පිහිටුවනු ලැබිය යුතු ය.

සංවර්ධන දොතරැස් මණ්ඩල පිහිටුවීම.

(2) මණ්ඩලය, (1) වන උපවගන්තියෙන් ඊට දී ඇති නවයෙන්, අඛණ්ඩ පැවැත්මක් හා යොදු වූවාටත් ඇති සංස්ථාවක් විය යුතු අතර, මණ්ඩලය විසින්, එහි සංස්ථා නවයෙන් නඩු පැවරීමේ ද, මණ්ඩලයට විරුද්ධව නඩු පවරනු ලැබීම ද කළ හැකි ය.

3. මණ්ඩලය පනත සඳහන් සාමාජිකයන්ගෙන් සමන්විත විය යුතු ය :-

මණ්ඩලයේ සාමාජිකය.

(අ) මෙහි පනත සඳහන් නිල බලයෙන් සාමාජිකත්වය ලබන සාමාජිකයන්ගෙන්, එනම් :-

(i) මහනොල උසස් අධ්‍යාපන ලියාපදිංචි භාර අරමුදලේ සහායකවරයා හෝ ඔහුගේ නියෝජිතයා ;

(ii) ජනාධිපති දේපළවරයා හෝ ඔහුගේ නියෝජිතයා ;

(iii) අමාත්‍යවරයාගේ අමාත්‍යාංශයේ දේපළවරයා හෝ ඔහුගේ නියෝජිතයා ; සහ

- (ආ) අමාත්‍යවරයා විසින් පත් කරන ලද කවත් සාමාජිකයන් දෙදෙනෙකු;
- (ඇ) ඡේදය යටතේ පත් කරන ලද සාමාජිකයකු මෙහි මින් මතු "පත් කළ සාමාජිකයා" යනුවෙන් සඳහන් කරනු ලැබේ.

(2) යම් තැනැත්තෙක් -

- (අ) පාර්ලිමේන්තු මන්ත්‍රීවරයකු, පොත් සහ මන්ත්‍රීවර හෝ පළාත් පාලන ආයතනයක සභිකයකු වේ නම්;
- (ආ) කමා විසින් ම හෝ කමා වෙනුවෙන් වෙනත් යම් තැනැත්තකු මගින්, කෙසින් ම හෝ ආයතනාර්යයකින් මණ්ඩලය විසින් හෝ මණ්ඩලය වෙනුවෙන් ඇති කර ගන්නා ලද යම් ගිවිසුමක් යටතේ යම් අයිතිවාසිකමක් හෝ ප්‍රතිලාභයක් දරන්නා නම් හෝ භූමිකා විදේශීය නම්;

(ඇ) ශ්‍රී ලංකාවේ හෝ වෙනත් යම් රටක බලපවත්නා යම් නීතියක් යටතේ සිවිල්කල තැනැත්තකු බවට තීරණය කරනු ලැබී තිබේ නම් හෝ ප්‍රකාශයට පත් කරනු ලැබී තිබේ නම්;

(ඈ) ශ්‍රී ලංකාවේ හෝ වෙනත් යම් රටක, යම් නීතියක් යටතේ වස්තු හංගතියට පත් හෝ බොහෝදෙනා තැනැත්තකු ලෙස ප්‍රකාශයට පත් කරනු ලැබ තිබුණද කරනු නොලැබූ වස්තු හංගතියට පත් හෝ බොහෝදෙනා තැනැත්තකු වේ නම්;

(ඉ) ශ්‍රී ලංකාවේ හෝ වෙනත් යම් රටක යම් අධිකරණයක් මගින් (අක්ෂිට වූ පිරිදඩුවමක් ද ඇතුළුව) බන්ධනාගාර ගත කිරීමේ දඩුවමක් නියම කර ඇති තැනැත්තකු නම් ඒ තැනැත්තා, මණ්ඩලයේ සාමාජිකයකු වශයෙන් පත් කරනු ලැබීමට, හෝ එසේ කටයුතු කරගෙන යාමට හෝ නුසුදුසුකමක් වන්නේ ය.

4. (1) මණ්ඩලයේ සෑම පත් කළ සාමාජිකයකු ම, මියයාම, ඉල්ලා අස්වීම හෝ පූර්වයෙන් ඉවත් කිරීම නිසා කලින් ධුරය පිරි කළහොත් මිස, ඔහු පත් කරනු ලැබූ දින සිට අවුරුදු ප්‍රතික කාලයක් ධුරය දැරිය යුතු අතර, ඔහු පූර්වයෙන් ඉවත් කරනු ලැබුවහොත් මිස, තාවකාලික පත් කරනු ලැබීමට සූදුසුකමක් සුදුසු ය.

27. පද සම්බන්ධයෙන් අන්‍යාර්ථයක් අවශ්‍ය වුවහොත් මිස, අර්ථ නිරූපණය මේ පනතෙහි -

"පළාත් පාලන ආයතනය" යන්නෙන්, යම් මහ නගර සභාවක්, නගර සභාවක් හෝ ප්‍රාදේශීය සභාවක් අදහස් වන අතර, ඒ යම් සභාවක් විසින් ක්‍රියාත්මක කරන හා ඉටු කරන බලතලවලට, කාර්යවලට සහ කර්තව්‍යවලට අනුරූප වන්නා වූ හෝ සමාන වන්නා වූ බලතල, කාර්ය සහ කර්තව්‍ය ක්‍රියාත්මක කිරීම, සහ ඉටු කිරීම සඳහා යම්කිසි නීතියකින් හෝ නීතියක් යටතේ හෝ ඇති කොට පිහිටුවන ලද කවර වූ හෝ අධිකාරියක් රට ඇතුළත් වේ;

"මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යවරු" යන්නෙන්, 1981 අංක 66 දරන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යවරු හා අරමුදල පනතින් පිහිටුවන ලද මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යවරු හා අරමුදල අදහස් වේ;

"නියමිත" යන්නෙන්, මේ පනත යටතේ සාදන ලද ඊස මගින් නියමිත බව දැනුණු වේ;

"ජනාධිපති අරමුදල" යන්නෙන්, 1978 අංක 7 දරන ජනාධිපති අරමුදල පනතින් පිහිටුවන ලද ජනාධිපති අරමුදල අදහස් වේ;

"පළාත් සභාව" යන්නෙන්, ආණ්ඩුක්‍රම ව්‍යවස්ථාවේ 154අ ව්‍යවස්ථාව මගින් පිහිටුවන ලද පළාත් සභාවක් අදහස් වේ.

12. 1987 අංක 20 දරන සංවර්ධන ලෝකරැකිය මණ්ඩල පනත

IV වන කොටස
මොදු විධිවිධාන

20. මණ්ඩලය, අරලස් පනතේ අර්ථනුකූලව පැවැත්වෙන කාර්ය මණ්ඩලයක් ලෙස සලකනු ලැබිය යුතු අතර, ඒ පනතේ විධිවිධාන ඒ අනුව කෙරුම් ගනු ලැබිය යුතු ය.

21. මණ්ඩලයේ පිටපු නිලධාරීන් සහ සේවකයන්, දැනට නීති පාලනයේ අර්ථනුකූලව සහ එහි කාර්ය සඳහා, රජයේ සේවකයන් ලෙස සලකනු ලැබිය යුතු ය.

22. (1) (45 වන අධිකාරය වූ) ලෝකරැකිය ආඥාපනතේ විධිවිධාන සහ 1963 අංක 11 දරන මුදල් පනතේ 1 වන කොටසේ විධිවිධාන, මේ පනත යටතේ පවත්වනු ලබන හෝ පැවැත්වීමට කටයුතු සිදුවිය යුතු කරනු ලබන ලෝකරැකිය සහ ඒ ලෝකරැකිය සම්බන්ධයෙන් අදාළ නොවිය යුතු ය.

(2) (අ) සංවර්ධන ලෝකරැකිය සහ පැවැත්වීම හෝ පැවැත්වීමට කටයුතු සිදුවිය යුතු ය.

(ආ) සංවර්ධන ලෝකරැකිය සහ විකට්ටු සහ කැණීම් :

(ඇ) සංවර්ධන ලෝකරැකිය සහ විකට්ටු සහ කැණීම් හෝ විකට්ටු :

(ඈ) සංවර්ධන ලෝකරැකිය සහ පැවැත්වීමේදී ලා සහාය වීම ; හෝ

(ඉ) සංවර්ධන ලෝකරැකිය සහ පැවැත්වීම සඳහා යම් පරිශ්‍රයක් පාවිච්චි කිරීම

(45 වන අධිකාරය වූ) ලෝකරැකිය ආඥාපනතේ විධිවිධාන පරිදි සහ කිරීමේදී හෝ විකට්ටු සහ කැණීම් සම්බන්ධයෙන් එකී ආඥාපනතේ 19 වන වගන්තිය යටතේ යම් බැඳුණු කෙටීමට, මණ්ඩලය යටතේ නොවන බවට, හෝ දැනට කිරීම සිදුවිය යුතු කරනු ලැබේ.

පුරපැයවීම හෝ සාමාජිකයන් සහ සේවකයන් සහ අධිකාරයේ සේවකයන් මණ්ඩලයේ සේවකයන් ලෙස සලකනු ලැබිය යුතු ය.

මණ්ඩලයේ සාමාජිකයන් සහ සේවකයන්

මණ්ඩලයේ මණ්ඩලයේ මණ්ඩලයේ

මණ්ඩලයේ සේවකයන්

1987 අංක 20 දරන සංවර්ධන ලෝකරැකිය මණ්ඩල පනත 5

(5) මේ පනතේ අනෙකුත් විධිවිධානවලට යටත්ව, මණ්ඩලයේ සේවකයන් සහ සේවකයන් සහ සේවකයන් මණ්ඩලයේ සේවකයන් ලෙස සලකනු ලැබිය යුතු ය.

2. මණ්ඩලයේ යම් පුරපැයවීමක් පැවැත්වීමේ හෝ මණ්ඩලයේ යම් සාමාජිකයන් සහ සේවකයන් සහ සේවකයන් මණ්ඩලයේ සේවකයන් ලෙස සලකනු ලැබිය යුතු ය.

3. මණ්ඩලයේ සාමාජිකයන්, අවශ්‍යතාවය විසින් නිශ්චය කරනු ලබන යම් ආකාරයකට හා එසේ නිශ්චය කරනු ලබන යම් අනුප්‍රමාණ මත, මණ්ඩලයේ අරමුදලින් පාරිශ්‍රමය ගෙවනු ලැබිය හැකි ය.

10. (1) මණ්ඩලයේ මුද්‍රාව මණ්ඩලය විසින් නිශ්චය කර සකස් කළ හැකි අතර, එය මණ්ඩලය විසින් නිශ්චය කරනු ලබන යම් ආකාරයකින් වෙනස් කරනු ලැබිය හැකි ය.

(2) මණ්ඩලයේ මුද්‍රාව, මණ්ඩලය විසින් කලින් සල නිශ්චය කරනු ලබන යම් කැණීම් සහ කැණීම් කිරීම සඳහා යුතු ය.

(3) මණ්ඩලයේ මුද්‍රාව මණ්ඩලයේ අනුමතය ඇතිව සහ සාමාජිකයන් හා මණ්ඩලයේ එක් සාමාජිකයන්ගේ ඉදිරිපිට දී හැර කිසිව සාධක පවුයකට හෝ ලේඛනයකට තබනු නොලැබිය යුතු අතර, ඒ සහායකීර්යා හා සාමාජිකයන්ගේ පැමිණිලි පිටි බවට සාක්ෂි වශයෙන් ඒ සාධක පවුයට හෝ ලේඛනයට තම අත්සන් පැමිණිය යුතු ය. ඒ අත්සන් කිරීම, සාක්ෂිකරුවකු වශයෙන් යම් කැණීම් සහ කැණීම් කිරීම සඳහා යුතු ය.

(4) මණ්ඩලයේ මුද්‍රාව තබන ලද සාධක පවු සහ ලේඛන සිසිබු රෙජිස්ටරයක් මණ්ඩලය විසින් පවත්වා ගෙන යනු ලැබිය යුතු ය.

11. (1) මණ්ඩලයේ සාමාජිකයන් සහ සේවකයන් පරිදි විය යුතු ය :-

(අ) ජනාධිපති අරමුදලට අරමුදල් ලබාදෙන කිරීමේ කාර්යය සඳහා ලෝකරැකිය පැවැත්වීම හෝ පැවැත්වීම සඳහා කටයුතු සිදුවිය යුතු ය.

1997 අංක 20 දරන සංවර්ධන ලොකදැයි මණ්ඩල පනත 7

(ආ) සාමාන්‍යයෙන් මණ්ඩලයේ පාර්තව්‍ය නිසි ලෙස ඉටු කිරීම සහභාගි කිරීම සඳහා අවශ්‍ය වේනම් සියලු දේ කිරීම.

12. මේ පනත යටතේ එහි බලතල ක්‍රියාත්මක කිරීමේ දී හා පාර්තව්‍ය ඉටු කිරීමේ දී මණ්ඩලය, මෙහි අමාත්‍යවරයා විසින් නියුක්ත කරනු ලැබිය හැකි යම් සාමාන්‍ය හෝ විශේෂ විධානවලට මණ්ඩලය යටත් විය යුතු ය.

II වන කොටස

මුදල් සහ මණ්ඩලයේ කාර්ය මණ්ඩලය

13. (1) මණ්ඩලයට, (මෙහි මින් මතු "අරමුදල" යනුවෙන් සඳහන් කරනු ලබන) මණ්ඩලයේ ම අරමුදලක් විය යුතු ය.

(2) ඒ අරමුදලට -

(අ) මණ්ඩලයේ ප්‍රයෝජනය සඳහා පාර්ලිමේන්තුව විසින් පවරා ඇති මුදල; සහ

(ආ) අරමුදලට ගෙවිය යුතු යයි මේ පනතින් නියමිත සියලු මුදල්.

බැර කරනු ලැබිය යුතු ය.

(3) මේ පනත යටතේ, මණ්ඩලයේ බලතල ක්‍රියාත්මක කිරීමේ දී හා පාර්තව්‍ය ඉටු කිරීමේ දී මණ්ඩලය විසින් දරන ලද විද්‍යුත් සියලුම සඳහා අවශ්‍ය සියලු මුදල් සහ අරමුදලින් ගෙවිය යුතු යයි මේ පනතින් නියමිත සියලු මුදල්, අරමුදලින් ගෙවනු ලැබිය යුතු ය.

(4) අරමුදලින් මුදල් ගෙවීම සඳහා වන සියලු ගෙවීම්, මණ්ඩලය විසින් සාදනු ලබන රිස් මගින් නියම කරනු ලැබිය හැකි, මණ්ඩලයේ යම් සාමාන්‍යයක් හෝ මණ්ඩලය විසින් ගෙවිය හැකි නියුක්ත කරන ලද යම් නිලධාරියකු විසින් අත්සන් කළ යුතු ය.

14. (1) මණ්ඩලයේ මුදල් වර්ෂය, ලිය වර්ෂය විය යුතු ය.

(2) මණ්ඩලය විසින් පනවිය යුතු අරමුදලට අමතර ලද දායක

1997 අංක 20 දරන සංවර්ධන ලොකදැයි මණ්ඩල පනත

රජය සහ පුද්ගලික හෝ සමාජ සේවක සුදුසු අතර, ඒ නඩුව හෝ නඩු පවරනු ලබන විට සහ විවේචනයක් කිරීමේ දී යම් කුණාටු හෝ ඒ කාර්යයට හිමිකම් ලබන බවට ප්‍රකාශ කරනු ලැබුවහොත්, මණ්ඩලය විසින් ඒ කුණාටු හා සහය ප්‍රතිකර්ම කරනු ලැබිය යුතු ය; නවීන කිරීමේ කුණාටු හා එසේ හිමිකම් කරුවන් යම් ප්‍රකාශ කරනු නොලැබුවහොත්, සහ කාර්යය මුදල් ප්‍රමාණයක් වන අවස්ථාවක ඒ මුදල් ප්‍රමාණය හෝ කාර්යය නිවසක්, මෙහිදී ව්‍යාපෘතියක් හෝ වෙනත් යම් භාණ්ඩයක් වන අවස්ථාවක, ඒ නිවස, මෙහිදී ව්‍යාපෘතිය හෝ භාණ්ඩය විකිණීමෙන් ලැබෙන මුදල පවුලකට අරමුදලට ද ඉන් පසුව එය පනවිය යුතු අරමුදලට ද බැර කරනු ලැබිය යුතු ය.

18. (1) මේ පනත යටතේ පවත්වනු ලබන දැමි සංවර්ධන ලොකදැයි කිසිත් ම ලැබෙන මුදල්, පවුලකට අරමුදලට බැර කරනු ලැබිය යුතු ය.

(2) දැමි සංවර්ධන ලොකදැයි කිසිත් ම ලැබෙන මුදල, එම මුදලින්,

(අ) මණ්ඩලය විසින් ඒ ලොකදැයි දැමීමේදී සඳහා දරන ලද, ඒ ලොකදැයි සහ ප්‍රදානය කරන ලද කාර්යයට වටිනාකම ද ඇතුළුව, විද්‍යුත් සියලුම අරමුදලට හෝ විද්‍යුත් ප්‍රමාණයක් කිරීමේ කාර්යය සඳහා අවශ්‍ය මුදල;

(ආ) මණ්ඩලයේ සාමාන්‍යයන්ට පාරිශ්‍රමික ගෙවිය යුතු නම් ඒ පාරිශ්‍රමික සාමාන්‍යයන් හෝ ඉන් කොටසක් සහ මණ්ඩලයේ නිලධාරීන්ගේ හා සේවකයන්ගේ පාරිශ්‍රමික ගෙවීමේ කාර්යය සඳහා අවශ්‍ය මුදල;

(ඇ) 11 වන වගන්තියේ (2) වන උපවගන්තියේ (ඊ) ඡේදය යටතේ සඳහන් යම් අර්ථසාධක අරමුදලකට හෝ සේවකයා ප්‍රමාණවත් මණ්ඩලය විසින් ගෙවිය යුතු යම් දායක මුදලක් පාරිශ්‍රමිකයන් ම හෝ ඉන් කොටසක් ගෙවීමේ කාර්යය සඳහා අවශ්‍ය මුදල; සහ

(ඈ) මණ්ඩලයේ වෙනත් බැරකම් ඉටු කිරීමේ කාර්යය සඳහා අවශ්‍ය මුදල.

වගසෙන්, මුදල් විෂයය සහ අමාත්‍යවරයාගේ අමාත්‍යාංශයේ

සංස්කෘත ලොකදැයි කිරීමේ ලැබෙන මුදල

(3) රාජ්‍ය සංස්ථාවල-මිණුම්-විමර්ශන-කිරීමට අදාළ සංකල්පවල ව්‍යවස්ථාවේ 134 වන ව්‍යවස්ථාවේ විධිවිධාන, මණ්ඩලයේ මිණුම් විමර්ශන සම්බන්ධයෙන් අදාළ විය යුතු ය.

15. (1) රජයේ සේවයේ නියුක්ත සම් නිලධාරියකු මණ්ඩලයේ ඉල්ලීම වුව, ඒ නිලධාරියාගේ පෑ රාජ්‍ය සේවාවල නිලධාරී, හර අවසානවරයාගේ අවසානයේ හෝ අදාළ අවසානයේ හෝ ලේකම්වරයාගේ සාමාන්‍ය ඇතිව, මණ්ඩලය විසින් එවැනි ම සාමාන්‍ය ඇතිව නිලධාරී කරනු ලබන සාලකාරීන් සඳහා මණ්ඩලයේ සාරය මණ්ඩලයට නාවිකාලයට ස්ථාන කරනු ලැබිය හැකි ය; නැතහොත් එවැනි ම සාමාන්‍ය ඇතිව ඒ සාරය මණ්ඩලයට ස්ථිරව පත් කරනු ලැබිය හැකි ය.

(2) රජයේ සේවයේ නියුක්ත සම් නිලධාරියකු මණ්ඩලයේ සාරය මණ්ඩලයට නාවිකාලයට පත් කරනු ලැබූ අවස්ථාවක, සාමාන්‍ය රාජ්‍ය සේවාවේ 1978 අංක 19 දරන මෙහෙයවන මණ්ඩල පනතේ 13 වන වගන්තියේ (2) වන උපවගන්තියේ විධිවිධාන අවශ්‍ය වනස් කිරීම සහිතව ඒ නිලධාරියාට සහ ඔහු සම්බන්ධයෙන් අදාළ විය යුතු ය.

(3) රජයේ සේවයේ නියුක්ත සම් නිලධාරියකු, මණ්ඩලයේ සාරය මණ්ඩලයට, ස්ථිරව පත් කරනු ලැබූ අවස්ථාවක, සාමාන්‍ය රාජ්‍ය සේවාවේ 1978 අංක 19 දරන මෙහෙයවන මණ්ඩල පනතේ, 13 වන වගන්තියේ (3) වන උපවගන්තියේ විධිවිධාන අවශ්‍ය වනස් කිරීම සහිතව, ඒ නිලධාරියාට සහ ඔහු සම්බන්ධයෙන් අදාළ විය යුතු ය.

(4) නිශ්චිත සංලච්ඡාවක් ආණ්ඩුවට සේවය කිරීමට එහෙත් ඒ ආණ්ඩුව සමඟ ගිවිසුමකට ඇතුළත් වී ඇති සම් නිලධාරියා විසින් සේවයෙහි නියුක්ත කරනු ලැබූ අවස්ථාවක, ඒ සාමාන්‍ය විසින් මණ්ඩලයට සේවය කරනු ලබන සම් සංලච්ඡාවක්, ඒ ගිවිසුමේ බැඳීම් ඉටු කිරීමේ සාරය සඳහා ආණ්ඩුවට කරනු ලබන සේවයේ ලෙස සලකනු ලැබිය යුතු ය.

III වන පොතට
ලොකරැස්සි පැවැත්වීම

16. (1) මණ්ඩලය විසින් මේ පනතේ සාරය සඳහා ලොකරැස්සි පැවැත්වීම හෝ ලොකරැස්සි පැවැත්වීමට කටයුතු පිළියෙල කිරීම හෝ කරනු ලැබිය යුතු ය. එසේ සම්බන්ධ කරන පැමිණිලියක් ම මෙහි මින් මතු සංවර්ධන ලොකරැස්සියක් යනුයෙන් සඳහන් කරනු ලැබේ.

මණ්ඩලය විසින් ලොකරැස්සි පැවැත්වීම යුතු ය.

(2) පැමිණිලි සංවර්ධන ලොකරැස්සියක් ම නිශ්චිත සම් ආකාරයකට, එහෙත් මේ පනතේ විධිවිධානවලට යටිත්ව, සම්බන්ධ කරනු ලැබිය යුතු ය.

17. (1) එක් එක් සංවර්ධන ලොකරැස්සියෙහි ප්‍රදානය කරනු ලබන සායන සංවර්ධන, සහ ඒ එක් එක් සායනයේ විරහය හා වර්ධනය, නිශ්චිත පරිදි විය යුතු ය.

(2) සංවර්ධන ලොකරැස්සියක ප්‍රදානය කරනු ලබන පැමිණිලි සායනයක් ම, මෙහි සහක සඳහන් දේශීය සම්බන්ධතා විය හැකි ය :-

- (අ) නිවසක්;
- (ආ) මෝටර් වාහනයක්;
- (ඇ) කාර් හෝ විද්‍යාලයකට අයත් සම් සායනයක්; හෝ
- (ඈ) මුදල් ප්‍රමාණයක්.

(3) (2) වන උපවගන්තිය යටතේ ප්‍රදානය කරනු ලබන සම් සායනයක්, 1979 අංක 28 දරන දේශීය සායනයේ පනත යටතේ ආදායම් බදු ගෙවීමෙන් නිදහස් වන්නේ ය.

(4) පැමිණිලි සංවර්ධන ලොකරැස්සියක් ම සායනලාභීන් ප්‍රසිද්ධියේ හෝ නිසම කරනු ලැබිය හැකි වන්නේ සම් ආකාරයකින් හෝ හොඳින් ඇදීමෙන් නිශ්චය කරනු ලැබිය යුතු ය.

(5) සම් සංවර්ධන ලොකරැස්සියක සායනලාභීන් නිශ්චය කරනු ලැබූ දින වටා ගණන් බලනු ලැබූ මාස හයක සාලකාරීවත්, ඉකුත්වීමෙන් පසුව, ඒ ලොකරැස්සියේ ඒ සායනයට හිමිකම් ලබන සාමාන්‍ය සේවය මැනීමට හොඳින්ම සේවයෙන් ඒ ලොකරැස්සියේ ප්‍රදානය කරනු ලැබූ හොඳින් සම් සායනයක්, රජය සහකාරී විය යුතු අතර, සායනය සම් මුදල් ප්‍රමාණයක් වන අවස්ථාවක, ඒ මුදල් ප්‍රමාණය හෝ සායනය, නිවසක්, මෝටර් වාහනයක් හෝ වෙනත් සායනයක් වන අවස්ථාවක නිවස, මෝටර් වාහනය හෝ සායනය විකිණීමෙන් ලැබෙන මුදල සමුදායෙන් ඉල්ලීමට ද ඉන් පසුව එය ප්‍රකාශයකින් ඉල්ලීමට ද බැර කරනු ලැබිය යුතු ය :-

එසේ වුවද, ඒ සායනය හා සම්බන්ධ කරන ලද සම් හිමිකම් පැමිණිලි උදාහර වූ සම් නඩුවක් හෝ නඩුකටයුත්තක්, ඉහත කී මාස හයක සාලකාරීව ඉකුත්වන විට ද සම් අවසරයක් ඉවිදීමෙන් නිශ්චයට නැතහොත් සම්බන්ධ කරනු ලැබේ.

115

මගේ අංකය
எனது இல. } 2007/188
My No.

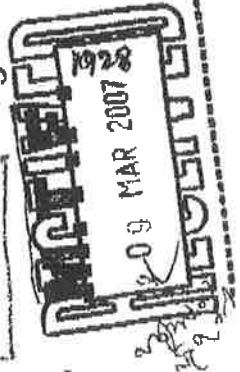
ඔබේ අංකය
உமது இல. }
Your No.

කොළඹ 1.
கொழும்பு 1.
Colombo 1.



ජනාධිපති කාර්යාලය
சனாதிபதி அலுவலகம்
PRESIDENTIAL SECRETARIAT

2007 මාර්තු මස 6 වන දින



ලැබුණා
08 MAR 2007
වෙබ්ද ලාභීන් හා පාරිභෝගික
සලකුණු අමාත්‍යාංශය
ලේකම් කාර්යාලය

ආචාර්ය ආර්.එම්.කේ. රත්නායක මහතා
ලේකම්
වෙළඳ, අලෙවි සංවර්ධන, සමූපකාර හා
පාරිභෝගික සේවා අමාත්‍යාංශය

අ.පො.ස.(උසස් පෙළ) හඳුරන ශිෂ්‍ය ශිෂ්‍යාවන් වෙනුවෙන් ජනාධිපති අරමුදල මගින් පිරිනමන ශිෂ්‍යත්ව

අ.පො.ස. (සා.පෙළ) විභාගය ඉහළින්ම සමත්ව උසස් පෙළ විෂය ධාරාව හැදෑරීම සඳහා සුදුසුකම් ලැබූ ද ආර්ථික දුෂ්කරතා හේතුවෙන් එම අධ්‍යයන කටයුතු කරගෙන යාමට අපහසු සිසු දරුවන්ට අතදීමක් වශයෙන් ජනාධිපති අරමුදලින් ශිෂ්‍යත්ව ප්‍රදානය කෙරේ.

ජනාධිපති අරමුදල මගින් පුවත්පත් දැන්වීමක් පල කර අයදුම්පත් කැඳවා පළාත් සභා ප්‍රධාන ලේකම්වරුන්ගේ අධීක්ෂණය යටතේ කලාප අධ්‍යාපන අධ්‍යක්ෂවරුන්ගේ සහායකත්වයෙන් යුත් සම්මුඛ පරීක්ෂණ මණ්ඩලයක නිර්දේශයන් මත ශිෂ්‍යත්ව ප්‍රදානය කිරීමට සුදුස්සන් තෝරා ගනු ලැබේ.

2006 වර්ෂයේදී ජනාධිපති අරමුදල මගින් පල කරන ලද පුවත්පත් දැන්වීම අනුව 2005 වර්ෂයේ සාමාන්‍ය පෙළ විභාගයේ ප්‍රතිඵල මත ශිෂ්‍යයින් 7399 දෙනෙකු ශිෂ්‍යත්ව ආධාර ලැබීමට සුදුසුකම් ලබා ඇත. ඔවුන්ට මසකට රුපියල් 500/- ක් බැගින් වසර දෙකක කාලයක් සඳහා ශිෂ්‍යාධාර ප්‍රදානය කිරීම සඳහා අවශ්‍ය වන මුදල රු: 88,788,000/- කි.

1998 වනතුරු පශ්චාත් උපාධිය හැදෑරීමට ජනාධිපති අරමුදලින් ප්‍රදානය කරන ලද ශිෂ්‍යත්ව සඳහා වැය වූ මුදලින් 50% ක් දරා ඇත්තේ මහජනවල උසස් අධ්‍යාපන ශිෂ්‍යත්ව හාර අරමුදලිනි. 1994 දී මෙම ශිෂ්‍යත්ව ක්‍රමය නැවත අධ්‍යයනය කර වැඩි ශිෂ්‍යත්ව

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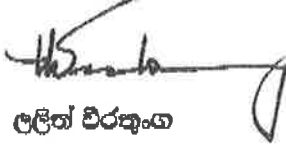
ප්‍රමාණයක් ලබා දීමට සැලසුම් කරන ලදී. මේ වනවිට එම පස්වත් උපාධි ශිෂ්‍යත්ව සඳහා සියලුම ගෙවීම් කරනු ලබන්නේ ද ජනාධිපති අරමුදලේ මුදල් වලිනි.

ජනාධිපති අරමුදලේ එකම ආදායම් මාර්ගය සංවර්ධන ලොකරැසි මණ්ඩලයේ ලාභාංගයයි. එයින් 50% ක් මහජනල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට වෙන් කළ යුතුය. ඉතිරි 50% ක මුදල ජනාධිපති අරමුදල මගින් ඉටු කරනු ලබන සේවාවන් සඳහා ප්‍රමාණවත් නොවන තත්ත්වයක පවතී.

2007 ජනවාරි 16 වන දින පවත්වන ලද ජනාධිපති අරමුදලේ පාලක මණ්ඩල රැස්වීමේදී මෙම තත්ත්වය පිළිබඳව දීර්ඝ වශයෙන් සාකච්ඡා කරන ලද අතර, අවසාන තීරණය වූයේ අ.පො.ස.(උසස් පෙළ) වෙනුවෙන් පිරිනමන ශිෂ්‍යත්ව සඳහා වැය වන මුදලින් 50% ක් මහජනල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට දෙන මුදලින් ලබා ගැනීම සිදු කළ යුතු බවයි. මෙම තීරණය බඩ වෙත දැන්වන ලෙස ද අතිගරු ජනාධිපතිතුමා මා වෙත දැනුම් දෙන ලදී.

මේ අනුව 2005 වසරේ සාමාන්‍ය පෙළ විභාගයේ ප්‍රතිඵල මත පිරිනැමෙන ශිෂ්‍යත්ව සඳහා අවශ්‍ය මුදලින් 50% ක්, එනම් රු: 44,394,000/- ක් මහජනල උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලට දෙන මුදලින් ලබා ගැනීමට තීරණය කරන ලද බැව් කාරුණිකව දන්වමි.

මෙයට - විශ්වාසී,



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M/10/1

OF THE 49TH MEETING OF THE BOARD OF TRUSTEES (BOT) OF THE
 APOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (MTF)
 10TH OCTOBER 2008 AT 4.00 P.M. AT THE CHAMBERS OF HIS LORDSHIP,
 THE CHIEF JUSTICE, SUPERIOR COURTS COMPLEX, COLOMBO 12.

- :
 Mr. Sarath N. Silva - Chairman
 Director
 Mr. Gunawardhana - Member
 Director, Trade, Marketing Development,
 Cooperatives & Consumer Services
 Mr. Bandara, - Member
 Director, Ministry of Education
 Mr. Peiris, - Member
 Director, Ministry of Higher Education
 Mr. Rathnayaka - Member
 Director, Ministry of Trade, Marketing Development,
 Cooperatives & Consumer Services
 Mr. Kesaralal Gunasekara - Member
- Attendance :**
- Mr. Gamini Samaranayake - Chairman, UGC (invitee)
 Mr. Ranjith Thenuwara - Treasurer/Director, MTF

CONFIRMATION OF THE MINUTES

Minutes of the 47th & 48th Meetings were confirmed.

MATTERS ARISING OUT OF THE MINUTES

BOT instructed to take action further as per decisions.

BOARD PAPER NO. 49/01 - MAHAPOLA SCHOLARSHIPS FOR THE ACADEMIC YEAR 2007/2008

Minister recommended to increase the number of Mahapola Scholarship for university students from 9000 up to 10,000 for the Academic year 2007/2008 since last three years it had not been increased. Considering the financial situation and present interest rate in the market, the Board of Trustees (BOT) agreed to increase the number of Mahapola scholarships up to manageable level to the Fund for the Academic year 2007/2008.

As a subsequent issue the BOT considered that the Mahapola Scholarship installment per student has been increased by Rs.500 by the government in 2006 without cost reimbursement from General Treasury of the Sri Lanka Government to the MTF. Therefore, BOT decided to inform the Government and Authorities let the BOT to decide independently the matter related to Mahapola Scholarships and any financially affected decision to the MTF has to be reimbursed as the previous practices. i.e. payment of Rs.350/- as additional money provided by Treasury to Universities for each students.

However BOT decided,

- i. To increase number of Scholarships for the academic year 2007/2008 up to 9500, adding 500 Scholarships for this Academic year compare to the last academic year 2006/2007
- ii. To continue the authorized same number of Scholarships for Other Higher Educational Institutions for this year too
- iii. Considering the income level of the Fund, this decision will have to be revised in future.

**BOARD PAPER NO. 49/02 - REQUEST TO INCREASE THE MAHAPOLA
SCHOLARSHIP AMOUNT TO THE OPEN UNIVERSITY STUDENTS**

The Board of Trustees discussed the admission procedure and the nature of education at the Open University and noted that courses are basically conducted for the self-employed or employed elderly students. Therefore, BOT was in an opinion that the Scholarship should be given to the University students.

The Board of Trustees noted that current Scholarship allocations for the Open University students are not utilized.

The Board of Trustees decided to pay total agreed amount annually at the rate of Rs.4000/- per Scholarship for 400 students even actual available number of students is less than the allocated number.

As a result of above policy, Scholarship payment per student will vary from year to year on the basis of the actual number of students. However, that payment should not be less than the actual course fee per student or Scholarship payment of Rs.4000/- per student whichever ever is higher has to be granted.

BOARD PAPER NO 49/03 - CHANGE OF INCOME LEVELS

According to the recommendation of the UGC, the BOT decided to increase the parental income level as follows:

Basic income ceiling of Rs.300,000/- per annum for the family. The following concessionary waivers are added to the above basic income ceiling in determining the eligibility for Mahapola Scholarships.

- a) Rs.24,000/- per school going child up to maximum of three children in a family(maximum Rs.72,000/-).
- b) Rs.36,000/- per child following a course of study in any University/Higher Educational Institution and not receiving a Mahapola Scholarship or Bursary.

Approval granted by BOT to implement this decision with effect from the admission for the Academic year 2007/2008.

**PAPER NO 49/04 - RECOMMENDATIONS OF THE MAHAPOLA
SHIP APPEAL BOARD AT THEIR MEETINGS HELD ON
07, 17.01.2008, 29.02.2008 & 15.08.2008**

examined the recommendations made by the Committee on Appeals and granted by UGC to award Scholarships with effect from the beginning of their year for recommended 10 students as rectification.

PAPER NO 49/05 - MAHAPOLA BHIKKU INSTITUTE

viewed the fact that for previous decision on this matter. And BOT noted that an unexpected adverse media issues on financial assistance of the MTF. As a result that BOT allowed them conduct their programme independently.

decision not changed.

**PAPER NO. 49/06 - THE ESTABLISHMENT OF AN INSTITUTE
FOR MARINE & NAVIGATION COURSES FOR THE YOUTHS UNDER
THE MTF**

appreciated the proposal for setting up of an institute for Marine & Navigation courses for the unemployed youths under the MTF.

Chief Justice stated that action has to be taken to work with the relevant authorities and officials of the Department of Merchant Shipping, Sri Lanka Navy, Ministry of Ports & Aviation & Sri Lanka Shipping Corporation etc. to get their assistance on this issue.

proposal is approved in principal. BOT further decided to consider capital expenditure carefully in details. At the long run on cost recovery basis Funds to be invested without heavy burden to the MTF.

Hon. Minister requested the approval from the BOT to discuss the matter related institutionalization this policy of the MTF at the Parliament Consultative Committee for public opinion. In stages MTF can develop an institute of Mahapola Higher Education as apex body with autonomy to conduct education programme for youths who had not admitted to the Universities on cost recovery basis without a profit.

Approval has granted by the BOT.

PAPER NO. 49/07 - COURSE FOR NURSES TRAINING

appreciated the proposal regarding the Nurses Training as a emerging
ment for today and future of the country.

stated that this will help in many ways i.e. such as opportunity for higher
n for female student who was not able to enter University, employment
ity, earning of foreign exchange, providing different segments of skill labour
in international market and service for the elderly society which will be a
very near future.

approved the proposal and instructed to take further action with relevant Ministries,
ities and authorities, leaders of unions and private sector Health Institutes. At the
level small number of female students may intake as trainers for the time being.

instructed to see the possibilities to work with the private hospitals & institutions to
ate the training requirement under this project if the government hospitals are not
ossible.

granted approval in principle this proposal.

BOARD PAPER NO. 49/08- FINANCIAL ASSISTANCE FOR PLAYGROUND

AT SJP

Hon. Minister explained the necessity of the project for the physical fitness of the
University students and expectations for upgrading of the level of the University of Sri
Jaywardenepura.

The anticipated cost estimate for the project for improvement of the facilities of the
playground including 400 M Track, Pavillion & Car Park was Rs.160 M. Since the amount
involved for this project is not affordable to the MTF it was proposed to divide into parts
and scale down to affordable level which could accommodate to the financial resources
of the MTF.

requested from the Hon. Minister to see the possibilities of construction of down level and limited project cost which could be met within the interest of the School Development Fund (SDF).

on, the BOT approved the request and considered to allocate about Rs.35 M on the above criteria.

PAPER NO. 49/09 - MISUSE OF MAHAPOLA NAME

considered the matter and instructed to take action to get registration under the Patent Trade Mark for "Mahapola" Name, other brand names, trade names Mahapola Lottery etc.

PAPER NO.49/10 - EMBILIPITIYA NATIONAL SCHOOL SWIMMING POOL

considered the Board paper and the request of the Director of Education, Sabargamuwa Province regarding the payment of the balance amount of Rs.585,449/- which was within approved total cost of Rs.10,325,522/- approved by the BOT. (The BOT paid only the actual cost to the Director Education.)

The BOT agreed to release the balance sum of Rs.585,449/- under following conditions:

- I. This amount should be an initial capital for the Fund for maintenance expenditure of the swimming pool and should be a part of the capital contribution from MTF to the Fund,
- II. The other relevant parties such as Principal, and School Development Societies other interested parties etc have to be agreed to contribute to the Fund as well,
- III. It should invest for revenue generation for earnings for maintenance expenditure of the Embilipitiya National School Swimming pool only,
- IV. Comprising the Director of Education, Sabargamuwa Province, Principle, OBA of the School etc. there should be the committee for the management of the Fund.

BOARD PAPER NO.49/11 - BUDGET FOR THE YEAR 2009, MHESTF

approved the revised budget for 2008 and Budget for 2009 and noted that the budget for additional number of 500 Scholarships can be granted from the next year (2008).

reviewed the proposal for purchase of a land from a rural area also approved.

decided to purchase a land utilizing Rs.50 M in a suburb area to set up an Institute with the assistance of the UGC & suitable University such as Sree Narayana (SUSL) University.

BOARD PAPER NO.49/12 - LALITH ATHULATHMUDALI MEMORIAL ORATION

confirmed the decision for conduction of Lalith Athulathmudali Memorial Oration and granted approval to continue the oration annually.

BOARD PAPER NO.49/13 - PROCEEDS FROM DEVELOPMENT LOTTERY

The BOT discussed the matter regarding the non receiving of 50% share of Development Lottery income as a equal share holder of the DLB. The BOT decided to inform Secretary to the President on followings

- I. To request 50% entitlement on remittance of DLB earnings share without any delay while the receipt from the Development lottery and without any deduction at the President Secretariat
- II. According to the Development Lottery Act, unclaimed prices are also be a part of the earning. Therefore that also to be shared equally by the share holders as previous practices. (If price write back cannot hold in DLB that money to be divided among the equal owners as both parties)

BOARD PAPER NO.49/14 - MAHAPOLA LOTTERY

the settlement agreement submitted under the Board Paper 49/14.

possibility to increase the revenue to the MTF, BOT granted approval to start under Mahapola Name as a new lottery

Using the new technology under a separate set-up as suggested by Hon. Minister and/or linking with Sri Lanka Trading Company (STC) of the Ministry of Trade

Use the present lottery dealers network and service from any one of the Lottery Institutions. This may be possible to minimize the operational cost.

A viable proposal for this project should be considered before implementation. This should not be liability to the MTF.

BOARD PAPER NO.49/15 - LALITH ATHULATHMUDALI MEMORIAL CENTRE

Chief Justice, the Chairman of the MTF inquired about the details of the proposal submitted by the member of the BOT, Mr. Kessarralal Gunasekera. He explained that there will be a land allocation by the Ministry of Urban Development for the centre. This centre will be utilized for Athulathmudali Museum, Common Seminar Hall, Class Rooms for students and for Language Centre and other requirement of the centre.

BOT earmarked Rs.25 M for construction of the above building from the School Development Fund. Before construction suitable conditions to be introduced for usage of the fund and future management of the centre and common ownership.

BOARD PAPER NO.49/16 - BOARD PAPERS CIRCULATED FOR INFORMATION .

The BOT confirmed the approval;

- I. For the Board Paper No. 48/01 of Mahapola Scholarships for the Academic year 2006/2007
- II. Budget for the year 2008.

BOARD PAPER NO.49/17 - CASH ADVANCE OF RS.500,000/- FOR THE MAHAPOLA TRADE FAIR ACTIVITIES ON CONDITION OF REFUNDING

...nted;

...covering approval for paid advance of the Rs.500,00/- for the trade fair conducted by the ministry.

...to write-off the advance paid (Rs.500,000/- on 14.06.2006) as expenditure to the Mahapola Trade Fair activity which were not returned. (Cheque no 000906 for Rs.500,000/-).

BOARD PAPER NO.49/18 - SHIFTING THE MTF OFFICE FROM THE SRI LANKA INSURANCE BUILDING TO THE CWE SECRETARIAT BUILDING

...nted.

BOARD PAPER NO.49/19 - ANNUAL REPORTS 2006 & 2007

...stated that the Annual report 2006 is submitted and instructed to take action to the Annual Report 2007.

BOARD PAPER NO.49/20 - APPOINTMENT (EX-OFFICIO) OF STAFF TO

...t discussed.

BOARD PAPER NO.49/21 - STAFF MATTERS

...ractor, Mr.Thenuwara explained and requested approval for this Board Paper and approval granted by the BOT.

BOARD PAPER NO.49/22 - MR.M.H.K.PARANAVITHANA VS MTF LT

2/441/2004

Director explained the current status related to this case from 2003 to the BOT. BOT discussed the matter and directed to inform the Hon. Chairman / Additional Magistrate of the Labour Tribunal regarding the decision taken on this matter including the followings.

Those decisions related to the staff matters of Mahapola Board of Management were taken in the absence of the Chairman (Hon. Chief Justice) at the meeting of the BOT; salary payment are also decided by the Hon. Minister as decided at the 41st BOT meeting.

That decisions had not confirmed, but suspended at the 43rd BOT meeting since those are not agreeable. There was no request or requirement for his service extension after one year. BOT decided to recover the over paid money from him.

BOARD PAPER NO.49/23 - PENDING LEGAL MATTERS

- I. Director MTF explained the issue related to non settlement of due payment for 10 computers to the supplier. Considering the situation, BOT granted approval to pay 10 computers to the supplier with consultation of Attorney General.
- II. BOT considered the decision of the Arbitrator regarding construction of two School buildings and directed to come to a settlement according to the Arbitration decision. Therefore, completed work to be paid to the contractor with the consultation of the Attorney general dept. The payment to be made to the contractor for completed work as suitable settlement.

ANY OTHER BUSINESS

BOT approved the Corporate Plan submitted for 2008 - 2010 of the MTF

[Handwritten signature]
Mr.
ed.

[Handwritten signature] *[Handwritten signature]*

FUND MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into at Colombo on this 18th day of November Two Thousand and Three (2003).

BY AND BETWEEN

MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND a fund established as a body corporate by the Mahapola Higher Education Scholarship Trust Fund Act No. 66 of 1981 having its Registered Office on the 6th Floor, Rakshana Mandiraya, Vauxhall Street, Colombo 02 (hereinafter called referred to as the "Trust" which term or expression as herein used shall where the context so requires or admits mean and include the said Mahapola Higher Education Scholarship Trust Fund and its successors) of the ONE PART

AND

NATIONAL WEALTH CORPORATION LIMITED a Company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No. 17 of 1982 and having its Registered Office at Level 6, "Millenium House" No. 46.58, Navam Mawatha, Colombo 2 (hereinafter referred to as "NATWEALTH" which term or expression as herein used shall where the context so requires or admits mean and include the said National Wealth Corporation Limited its successors and permitted assigns) of the OTHER PART.

WHEREAS the Trust was established by the said Act for the advancement of the cause of education in Sri Lanka and was vested with funds that had already been raised by then and such funds as may be raised thereafter by the Trust for the said purpose (hereinafter referred to as the "Mahapola Fund") and

WHEREAS Natwealth was formed inter alia with the intention of managing the Mahapola Fund and with the object of undertaking and transacting business as investment advisors and managers and to undertake portfolio and investment management and has the necessary expertise and know-how to engage in the said business and

WHEREAS the said Act empowers the Board of Trustees of the Trust (hereinafter referred to as the "Board") to invest moneys belonging to the Mahapola Fund at their discretion in any investments as are authorised by law for the investment of money and to appoint in writing an agent to perform and discharge such powers and

WHEREAS by a writing dated 22nd May 2003 authorised NATWEALTH to act as the agent of the Trust to invest monies of the Mahapola Fund in the aforementioned manner subject however to and upon certain specific terms and conditions which are to be incorporated in a formal written agreement between the Trust and NATWEALTH and

WHEREAS NATWEALTH agreed with the Trust to act accordingly and to enter into the said formal written agreement.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of each of the parties hereto doing, observing and performing the several terms, conditions, obligations and stipulations herein contained to be done, observed and performed by the respective parties hereto as provided herein, the parties hereto do hereby agree and covenant as follows:

1. APPOINTMENT OF NATWEALTH

1.1 NATWEALTH shall be the agent of the Trust to invest monies of the Mahapola Fund in accordance with, subject to and upon the terms and conditions hereinafter set out, empowers and authorised to do so by the Trust by virtue of the Special Power of Attorney that the Trust shall execute in favour of NATWEALTH in the form set out in the First Schedule to this Agreement.

1.2 The appointment of the Agent as aforementioned shall be valid for a period of five (05) years commencing from the 1st day of December 2003 and ending on the 30th day of November 2008, subject however to the provisions relating to premature termination contained in Clause 10 of this Agreement,

2. MANAGEMENT OF THE MAHAPOLA FUND

2.1 NATWEALTH shall manage such monies in the Mahapola Fund as are given to NATWEALTH by the Trust for investment as are hereinafter provided and shall perform all of its obligations under this Agreement subject to and in accordance with the general directions and guidelines contained in the Investment Plan set out in the Second schedule hereto which has been formulated by the Investment Committee in concurrence with NATWEALTH and the Trust (hereinafter referred to as "that Investment Plan").

2.2 INVESTMENT COMMITTEE:

2.2.1 The Investment Committee shall be comprised of six (06) members out of whom two (02) shall be appointed by the Trust, another two (02) shall be appointed by the Trust and NATWEALTH by mutual agreement and the remaining two (02) shall be the Managing Director / Chief Executive Officer and the Assistant General Manager of NATWEALTH.

2.2.2 The two (02) members appointed by the Trust and NATWEALTH by mutual agreement shall be qualified and have the necessary expertise in fund management and have a minimum of three (03) years relevant experience in the field.

2.2.3 The Members of the Investment Committee shall hold office for the period of validity of this Agreement (which may be extended by mutual agreement by both parties to the agreement) and any vacancies occurring during the term of their office shall be filled by their respective appointors.

2.3 INVESTMENT PLAN

2.3.1 The Investment Plan sets out the guidelines of the investment, the different classes of assets, the basis of valuation of the assets handed over for management and investment out of the Mahapola Fund (viz. liquid assets calculated at a realistic value,) benchmarks for the measurement of performance, provision for income distribution to meet the requirements of the Trust, any specific instructions of the Trust and any such other matters as may be mutually agreed upon between the parties.

2.3.2 The Investment Plan may be reviewed after submission of monthly reports by NATWEALTH to the Trust whenever it is deemed that any amendments to the Investment Plan are required to be effected NATWEALTH shall recommend such amendments for the approval of the Trust / Investment Committee.

2.4 DUTIES OF NATWEALTH

2.4.1 Subject to the requirements under Clause 2.1 of this Agreement, NATWEALTH shall manage the monies of the Mahapola Fund given to NATWEALTH by the Trust for management as aforementioned in a manner that shall maximize annual earnings of the Mahapola Fund.

2.4.2 Subject to the requirements in Clause 2.1 NATWEALTH shall have complete discretion for and on behalf of and can for the account of the Trust and without prior reference to the Trust buy, sell, retain, exchange or otherwise deal in investments, make deposits and effect transactions in pre agreed markets and take all day to day decisions and otherwise as NATWEALTH considers appropriate in relation to the management with minimum risk to the Mahapola Fund.

2.4.3 NATWEALTH shall submit bi-weekly reports to the Trust and such reports shall contain the basis of portfolio valuations and returns, fund movements etc.

2.4.4 NATWEALTH shall appoint a person who shall be accountable to NATWEALTH to manage the Mahapola Fund (hereinafter referred to as the Fund Manager) who shall be responsible for managing the Fund in accordance with the general guidelines and direction specified in the Investment Plan and good practices in the industry with uberrimae fide.

Handwritten initials/signature

2.4.5 The Trust shall be kept advised periodically of the name and particulars of the Fund Manager appointed by NATWEALTH in accordance with Clause 2.4.4 above.

2.4.6 The Trust may subject to prior arrangement with NATWEALTH by giving seven days notice call for a meeting or otherwise conduct quarterly meetings for the purpose of reviewing portfolio performance and investment strategies relating to the funds under management.

2.4.7 NATWEALTH shall have the right with the written concurrence of the Trust to establish an appropriate mechanism to bring in a subsidiary or associate of NATWEALTH to add value to its operations.

2.4.8 NATWEALTH shall keep or cause to be maintained books of account in relation to the monies of the Mahapola Fund being managed by NATWEALTH and cause a statement of accounts to be prepared at the end of each calendar year

2.5 AMOUNT OF MONIES MANAGED BY NATWEALTH:

2.5.1 Monies of the Mahapola Fund under management by NATWEALTH may be increased at the discretion of the Trust. However if the initial amount provided by the Trust to Natwealth is withdrawn prior to this Agreement being terminated and such withdrawal is not as a result of the fault of NATWEALTH, NATWEALTH may levy and the Trust shall pay a charge agreed upon by the Investment Committee. Such withdrawals shall be settled by NATWEALTH in liquid cash within one week.

3. CUSTODIAN SERVICES

3.1 NATWEALTH shall ensure that investments made from the Mahapola Fund are registered in a manner which shall clearly indicate that the Trust is the ultimate owner of the said investments and such investments shall be held in the custody of a commercial bank acceptable to the Trust (hereinafter referred to as the "Custodian Bank").

3.2 The monies and assets of the Mahapola Fund shall be held in the Trust's own name at all times. Funds shall be collected through a current account/s opened in the name of the Mahapola Fund / Trust at the Custodian Bank to ensure the ownership of the monies of the Mahapola Fund.

3.3 NATWEALTH shall by virtue of the said Special Power of Attorney give instructions on the operation of such current account/s and call account/s in the name of the Trust at such Custodian Bank. All payments relating to the Fund under management shall be made from the said current account/s maintained at the said Custodian Bank.

3.4 The Trust shall be responsible for the payment of any commissions, transfer fees, registration fees, taxes and statutory liabilities properly payable or incurred by NATWEALTH under this Agreement and shall reimburse NATWEALTH in respect of costs and expenses incurred by NATWEALTH on behalf of the Trust.

3.5 None of the services to be provided under this Agreement nor any other matter shall give rise to any fiduciary or equitable duties which would prevent or hinder NATWEALTH in transactions with or for the Trust, acting as both market maker and broker, principal or agent dealing with other associates of NATWEALTH and others, and generally effecting transactions provided in this Agreement.

4. FUND MANAGEMENT FEE

4.1 In consideration of the services to be provided by NATWEALTH under this Agreement the Trust shall pay NATWEALTH a Fund Management Fee as set out in the Investment Plan and such fees shall be levied and collected on a monthly basis.

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4.2 In the event that NATWEALTH is requested by the Trust to perform or procure the performance of any additional duties or services not related to this agreement, NATWEALTH shall be paid a special remuneration in respect thereof. The amount of such payment and the manner of payment shall be mutually agreed upon between the parties.

5. WARRANTIES AND OBLIGATIONS

5.1 WARRANTIES AND OBLIGATIONS OF NATWEALTH

- 5.1.1 In effecting transactions with good faith for the Fund, NATWEALTH shall seek Best Execution at all times and may deal in such markets or exchanges and with such counter parties as it thinks fit and agreed at Investment Committee level. The Trust agrees that all transactions will be effected in accordance with the rules, good practices and regulations of the relevant markets or exchanges and that NATWEALTH may take all such steps as may be required or permitted by such rules and regulations and / or by good market practice.
- 5.1.2 NATWEALTH warrants that any information which it has provided to the Trust with regard to the management of the monies of the Mahapola Fund is complete and accurate. Any material change in any such information provided shall be notified by NATWEALTH without delay.
- 5.1.3 NATWEALTH shall ensure that all possible tax benefits that are legitimate shall be obtained in respect of the investments of the Mahapola Fund.
- 5.1.4 NATWEALTH shall act in good faith and with due diligence at all times during the continuance of this Agreement. NATWEALTH and its employees shall be liable for any loss to the Trust which arising under this Agreement to the extent that such loss is due to the gross negligence, wilful default, harmful action, misconduct, bad intention or fraud of NATWEALTH or its respective employees
- 5.1.5 So long as the investment guidelines of the Investment Committee are complied with by NATWEALTH, NATWEALTH shall not be liable for any default of any counter party, bank custodian or other person or entity that holds money, investments or other documents of title on behalf of the Trust.
- 5.1.6 NATWEALTH warrants that NATWEALTH shall make its best efforts to ensure that no transaction shall be made on a net loss to the Trust at any given time.
- 5.1.7 No warranty shall be given by NATWEALTH as to the performance or profitability of the Fund or any part of it except as otherwise stated in the Investment Plan. NATWEALTH shall not be responsible for any failure to meet the investment objectives and adhere to the restrictions stated in the Investment Plan resulting from changes in the price or value of certain assets of the Fund brought about through fluctuations in the market except as otherwise stated in this Fund Management Agreement.
- 5.1.8 The Trust shall indemnify NATWEALTH against all claims by third parties which may be made against NATWEALTH or any of its employees in connection with their services under this Agreement in accordance with the guidelines set out in this regard by the Investment Committee in the Investment Plan except to the extent that the claim is due to the gross negligence, wilful default or fraud of NATWEALTH or its employees. NATWEALTH shall inform the Trust of any such claims in respect of which an indemnity is sought under this Agreement

5.2 WARRANTIES AND OBLIGATIONS OF THE TRUST

5.2.1 The Trust warrants that it has full powers to engage NATWEALTH as its agent on the terms and conditions morefully set out in this Agreement and that the Mahapola Fund is free from all liens and charges and that no liens or charges shall arise from the acts or omissions of the Trust.

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- 5.2.2 The Trust hereby undertakes that it shall not deal with any of the assets of the Mahapola Fund or authorise anyone else to deal with the assets / monies of the Mahapola Fund except through NATWEALTH. However, it is agreed that any future funds of the Mahapola Fund that shall accrue to the Mahapola Fund shall not be subject to this restriction unless a decision to the contrary is taken by the Trust.
- 5.2.3 The Trust warrants that any information which it has provided to NATWEALTH with regard to the Mahapola Fund is complete and accurate. Any material change in any such information provided will be notified in time without delay.

6. CONFIDENTIALITY

The parties to this Agreement shall at all times keep confidential, information acquired in consequence of this Agreement, except of information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies, or to their professional advisors where reasonably necessary for the performance of their professional services

7. NOTICE OF WITHDRAWAL

The Trust shall give NATWEALTH reasonable notice of its intention to withdraw funds from the amount of monies of the Mahapola Fund handed over to NATWEALTH for management under this Agreement in accordance with the provisions contained in the Investment Plan and shall wherever practicable endeavour to estimate and agree with NATWEALTH what income withdrawals will be required and the regularity thereof to assist NATWEALTH with the smooth and efficient management of the funds.

8. NOTICES

- 8.1 Any instructions or communication to be given to NATWEALTH by the Trust shall be in writing and sent to the address stated hereinabove or otherwise notified to the Trust.
- 8.2 All written communications by NATWEALTH to the Trust under this Agreement shall be sent to the last address notified to NATWEALTH by the Trust.
- 8.3 Instructions by Trust shall be acknowledged by NATWEALTH acting upon them unless the Trust is promptly advised by NATWEALTH that NATWEALTH believes such compliance may not be practicable or might involve either party in a contravention of any law, rule or regulation

9. TERMINATION

- 9.1 Either party may terminate this Agreement for breach of any of the provisions herein by the other provided that the non-defaulting party shall give to the other 31 days (31) days written notice of its intention to do so and such breach is not rectified within such time.
- 9.2 NATWEALTH may terminate this Agreement by immediate notice if so required by any competent regulatory authority
- 9.3 Termination will be without prejudice to the completion of any transaction or transactions already initiated
- 9.4 Consequences of Termination:
- (a) NATWEALTH will complete expeditiously all transactions in progress at termination.
- (b) Termination will not affect accrued rights, existing commitment or any contractual provision intended to survive termination and will be without penalty or other additional payment save that the Trust will pay the periodic fees accrued and due to the NATWEALTH pro rata upto the date of termination and any additional

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expenses necessarily incurred by NATWEALTH in terminating the Agreement and any losses necessarily realised in settling or concluding outstanding obligations if it is not terminated due to a fault of NATWEALTH.

(c) All Assets and liabilities (in relation to the Mahapola) under the management of NATWEALTH shall be handed over to the Trust on the last working day before the termination of this Agreement takes effect.

10. FORCE MAJEURE

The parties hereto shall not be liable for failure or delay in performing their obligations hereunder arising from acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, Governmental restrictions, wars, riots, earth quakes, storms, floods, accidents, acts of God or by reason of any other cause beyond the reasonable control of the parties hereto the performance of whose obligations are affected by such cause.

11. MISCELLANEOUS

11.1 NATWEALTH may decide either at its discretion to procure the exercise of any voting rights attaching to the investments of the Fund or not procure the exercise of any voting rights attaching to the investments of the Fund except with the agreement or on the specific instructions of the Trust/Investment Committee.

11.2 This Agreement shall not be supplemented or amended except by a supplementary Agreement to be entered into between the parties.

11.3 NATWEALTH has no right to appoint sub agents or outsource the functions assigned to him by this agreement except with the prior written permission of the Trust.

12. ARBITRATION

12.1 If any doubt, dispute or difference arises between the parties hereto concerning this agreement or any matter of whatsoever nature arising thereunder or the operation or the interpretation thereof or the rights duties or liabilities of any party under or in connection therewith, then such doubt dispute or difference shall first be discussed among the parties hereto in the spirit of mutual co-operation.

12.2 In the event of such doubt, dispute or difference remaining unresolved thirty (30) days after the arising of the same, whether it has been discussed or not as aforesaid, it shall be submitted for settlement by arbitration under the Arbitration Act No. 11 of 1995.

13. GOVERNING LAW

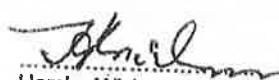
This Agreement shall be governed and construed in all respects in accordance with the Laws of Sri Lanka and the parties hereto submit to the exclusive jurisdiction of the Sri Lankan Courts.

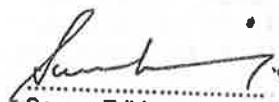
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IN WITNESS WHEREOF the said parties have hereunto and to one other of the same tenor and date as these presents set their respective hands and seal at Colombo on this 18th day of November Two Thousand and Three (2003).

The Common Seal
Duly authorized representative of Mahapola
Higher Education Scholarship Trust Fund has
set his hand hereunto and to one another
at Colombo on this 18th day of November 2003
in the presence of Harsha Wickremasinghe
and Saman Ediriweera two Trustees of the
Mahapola Higher Education Scholarship
Trust Fund

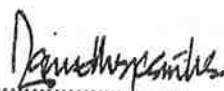

.....
Harsha Wickremasinghe,
Secretary,
Mahapola Higher Education
Scholarship Trust Fund.

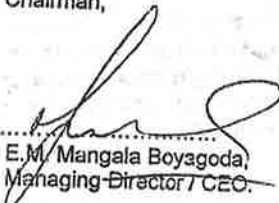

.....
Saman Ediriweera,
Trustee,
Mahapola Higher Education
Scholarship Trust Fund.

Witnesses:-

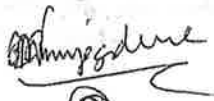
- 1.) 
- 2.) 

The Common Seal of National Wealth Corporation
Limited is hereto affixed in the presence of
Two directors of the Company who
do attest the sealing thereof at Colombo on this
13th day of November 2003


.....
Ranel Tissa Wijesinha,
Chairman,


.....
E.M. Mangala Boyagoda,
Managing Director / CEO.

Witnesses:-

- 1.) 
- 2.) 

Schedule 2

NATIONAL WEALTH CORPORATION LTD.

Investment Plan for Mahapola Higher Education Scholarship Trust Fund

Objective

The primary objective is to seek a secure stable annual growth in the fund and its income and facilitate the pre informed cash outflow commitments of the Fund.

Asset Mix

Government Securities (minimum exposure) **80%**

Instruments - Treasury bills, Treasury bonds, repos & reverse repos

Tenor - maximum of upto 15 years

Corporate Debt (maximum exposure) **20%**

Or Rs.500mn whichever is lower

Instruments -

- Investment Grade (BBB+ and above) Rated Paper, rated by a rating agency acceptable to both parties
- Bank* Guaranteed Debt Instruments
- Debentures issued by selected Limited liability Companies in Sri Lanka
- Securitised Asset Backed Paper issued by companies which have atleast an investment grade rating or a security issue which would have atleast the same rating.

* see list of banks below

Tenor - maximum of upto 3 years for listed debt and upto 1 year for un-listed debt

Exposures - the maximum total exposure to the banking sector will be as follows of the total portfolio at any given time.

"A - grade banks" - 40%

"B - grade banks" - 25%

The maximum exposure to the company sector will be as follows of the total portfolio at any given time.

"Listed companies" - 40%

"Non-listed companies" - 25%

The maximum exposure to any given "Security issue" will be 25% of the portfolio at any given time.

For liquidity purposes investments will be made in Bank Deposits and Certificates of Deposits if required.

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Equity

0%

An equity exposure is not recommended right now given the fixed commitments of the fund. However, an exposure to the equity sector is recommended as a medium to long-term investment strategy. We propose the Investment Committee to have an option to make a provision of 10% of any profits over and above 5% of the benchmark yield to be invested in selected stocks offering growth potential and long-term value in the future.

Investment Strategy

Fixed Income

The asset allocation in terms of the type of investment instruments such Treasury bills/bonds and Corporate paper that the fund will be invested into will be entirely depended upon the interest rate structures prevailing and the availability of various investment instruments. The tenure of investments will extend from overnight repurchase agreements to fifteen year bonds. In this context, the fund will not have a fixed asset allocation in terms of investment instrument but will change according to projected yield curve movements in the future.

We propose to have an 'Investment Portfolio', which would be invested in a manner to facilitate the cash outflow commitments of the Fund. The term to maturity of investments will reflect expectations of future interest rates and the fund will be positioned accordingly. We also propose to have a 'Dealing Portfolio' to maximise returns of the fund in accordance with the risk profile, where the fund manager will strive to take advantage of interest rate movements by trading actively in the Government securities secondary market only.

Portfolio Management Option

- Active management
- Passive management

The style of managing the 'Investment Portfolio' will be a relatively passive strategy where investments will be made according to future cash outflow requirements and will be traded only when commitments can be fulfilled from the resulting income during the period. The style of managing the 'Dealing Portfolio' will be an active one where the portfolio will be traded as and when the opportunity presents itself to make use of movements in the yield curve to enhance the returns in the portfolio. We propose a maximum leverage of 3 times for the fund to enhance its returns.

Performance Evaluation

The bench mark yield for evaluating the performance of the portfolio of securities will be the weighted average of the 6 month Treasury bill rate & 12 month Treasury bill rate and 2 & 3 year bond rates + 1. (after charging all expenses including management fees and audit fees)

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Example

Treasury Bills	
6 Months Annual Weighted Average	7.00%
12 Months Annual Weighted Average	7.10%
Treasury Bonds	
2 Year Annual Weighted Average	6.75%
3 Year Annual Weighted Average	6.80%
Tbill & T Bond Average (Total/4)	6.91%
Bench Mark Yield	7.91%

The benchmark weighted average rates will be calculated from the weighted average auctions for the respective tenures during the year as specified by the Central Bank of Sri Lanka. For funds given for management during the course of the year the benchmark weighted average rates will be calculated from the immediate Treasury bill/bond auctions of the respective tenures after the fund management agreement coming into force.

Fund Management Fees

A fixed fee of 0.15% of the net asset value of the fund or Rs. 1 million a month whichever is lower will be levied as fund management fees. This fee will be calculated daily and charged monthly to the account of the client. The benchmark yield will be calculated after charging all expenses to the fund including the fixed fund management fee specified above and audit fees.

Any return over and above the bench mark yield will be shared on the following basis between (Client/NWC) as a performance related fee and will be charged to the client as at 31st December of each calendar year.

	(Client/NWC)
1% over benchmark yield	95/05
2% over benchmark yield	90/10
3% over benchmark yield	85/15
4% over benchmark yield	80/20
5% over benchmark yield	75/25

The distributable profits of the client will be calculated after finalisation of financial statements and until such time the monies to be invested in short term repos until instructions are received if necessary.

Auditing

The profit distribution will be calculated after audited accounts submitted by an audit firm acceptable to both parties.

Investment Risk

Investments in Government securities carry zero risk. In this context, the only risk to the fund will be the interest rate risk (volatility of interest rates) which we would make use of fully to the advantage of the 'Dealing Portfolio'. However, corporate debt is riskier and hence the Fund Manager will make every effort to minimise this risk by investing in only rated, guaranteed and secured corporate debt.

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Cash Outflow Requirement

On average the cash outflow will be Rs. 25 – 40 million monthly as advised.

Income Distribution

The accrued income of the fund after meeting all cash outflow requirements and charges at the end of each calendar year is distributable to the client. The client has the option of reinvesting such income back in the fund.

Reporting

A comprehensive weekly statement covering investment holdings, transactions and cash movements etc. will be forwarded to you. Any additional information required can be requested from the manager.

Review Meetings

The Client may with prior arrangement with the Manager giving seven days notice call for a meeting of the investment committee at any time it wishes or otherwise conduct quarterly meetings for the purpose of reviewing portfolio performance and investment strategies relating to the funds under management.

List of Banks

“A” Grade Banks

- HSBC
- Citi Bank
- Deutsche Bank
- Standard Chartered Bank
- Commercial Bank
- Bank of Ceylon
- National Development Bank
- DFCC

“B” Grade Banks

- Peoples Bank
- Sampath Bank
- Hatton National Bank
- Seylan Bank
- NDB Bank

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DEFINITIONS

The following terms shall have the following meanings where the context so requires or admits and shall not change during the term of the agreement been in force without the mutual consent of both parties.

MANAGEMENT - The primary objective is to seek a secure stable annual growth of the fund and its income and to facilitate the pre informed cash outflow commitments of the Fund. The role of the manager is to ensure that the above objective is achieved whilst striving to optimise the return of the fund within the stipulated risk profiles.

VALUE - The opening value of the portfolio will be the present value of the portfolio if it were to have been sold on the day the agreement coming into force. E.g. If the current face value of the portfolio is Rs.100mn and after discounting it at the prevailing interest rates, the present value is Rs.110mn, the opening balance for NATWEALTH will be Rs.110mn and the benchmark yield will be calculated from that day onwards. The existing bonds in the portfolio will not have a bearing on the return as they have been brought to present value. (Rs.110mn).

The present value of the portfolio will be calculated by obtaining prices from 4-6 primary dealers, mutually agreed by both the TRUST and NATWEALT. The prices quoted for the respective bonds in the portfolio should be firm prices for actually discounting the TRUST portfolio and valid till 4.30 p.m. the following day.

The value of the portfolio upon termination of the agreement for whatever reason will also work on the same basis where at the point of withdrawal the portfolio will be brought to present value at the interest rates prevailing at that time decided by the same procedure, after which the relevant distributions will be made accordingly.

The valuation of the portfolio as at the balance sheet date will be done according to the Accounting Standards prevailing at the time.

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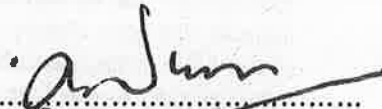
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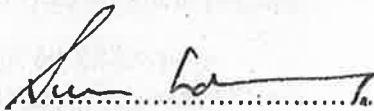
3. All of the provisions contained in the Fund Management Agreement shall be deemed to remain in full force and effect subject only to the aforewritten substitution.

[Annex 2]

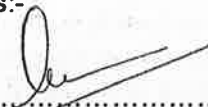
IN WITNESS WHEREOF the Trust and NATWEALTH have caused their respective Common Seals to be affixed hereunto and to another of the same tenor and date at Colombo on this 12th day of February Two Thousand and Four.

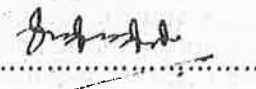
The Common Seal of the Mahapola Higher Education Scholarship Trust Fund was affixed hereunto in the presence of Harsha Wickremasinghe and Saman Ediriweera two Trustees of the said Trust on this 12th day of February 2004)


.....
Harsha Wickremasinghe
Secretary
Mahapola Higher Education
Scholarship Trust Fund

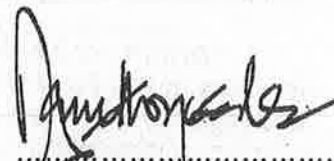

.....
Saman Ediriweera
Trustee
Mahapola Higher Education
Scholarship Trust Fund


Witnesses:-

1) 
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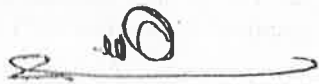
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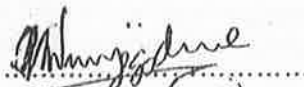
The Common Seal of National Wealth Corporation Limited was affixed hereunto in the presence of Ranel Tissa Wijesingha and E.M. Mangala Boyagoda two directors of the Company on this 12th day of February 2003)


.....
Ranel Tissa Wijesingha
Chairman


.....
E.M. Mangala Boyagoda
Managing Director/CEO

Witnesses:-

1) 
.....

2) 
.....

ADDENDUM

TO THE FUND MANAGEMENT AGREEMENT DATED 18TH NOVEMBER 2003

BETWEEN

MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (MHESTF)

AND

NATIONAL WEALTH CORPORATION LTD (NWCL)

THIS ADDENDUM is made by and between MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST a fund established as a body corporate by Mahapola Higher Education Scholarship Trust Fund Act no. 66 of 1981 having its registered office on 6th floor, Sathosa Secretarial Building at No. 27 Vauxhall Street, Colombo 02 (herein after referred to as the TRUST) of the one part and NATIONAL WEALTH CORPORATION LTD a company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act no 7 of 2007 bearing company no. PB 737 and having its registered office at Prince Alfred Tower, No. 10 1/1, Alfred House Gardens, Colombo 03 (hereinafter referred to as NATWEALTH)

WHEREAS the TRUST entered in to Fund Management agreement with NATWEALTH on the 18th of November 2003 (Fund Management Agreement) to appoint NATWEALTH as the agent of the trust to invest monies of the Mahapola Fund morefully defined in the Fund Management Agreement, subject to and upon the terms and conditions set out therein ; and

WHEREAS in accordance with the Clause 2.1 of the Fund Management Agreement NATWEALTH shall manage monies in the Mahapola Fund as are given to NATWEALTH by the trust for investment ~~as are~~ thereafter provided and shall perform all of its obligations under this agreement subject to and in accordance with the general directions and guidelines contained in the Investment Plan set out in the Second Schedule thereto which had been formulated by the Investment committee in concurrence with NATWEALTH and the TRUST ; and

WHEREAS the Risk and Investment Committee of the NATWEALTH at its meeting held on 14th May 2015 granted approval to implement a new Investment Plan instead of existing Investment Plan set out in the second schedule of the Fund Management Agreement.

NOW THIS ADDENDUM TO THE FUND MANAGEMENT AGREEMENT THEREFORE WITNESSETH that in accordance with the said approval granted by the Risk & Investment Committee of the NATWEALTH the Second schedule attached to the Fund Management Agreement dated 18th November 2003 is replaced with the Schedule 2 attached to this addendum.

IN WITNESS WHEREOF the common seals of the TRUST and of NATWEALTH was affixed in presence of two of its trustees of Mahapola Higher Education Scholarship Trust Fund and two directors of NATWEALTH, respectively, who witnessed the affixing thereof, hereunto and to one other of the same tenor and date at Colombo.

Executed by affixing of the common seal of the)
Mahapola Higher Education Scholarship Trust on)
this 19th day of June 2015 at Colombo in the presence)
of two witnesses mentioned below.)



WITNESS

1. DR. W. S. WEERATODRIYA

Name

W. S. Weeratodriya

Signature

2. MR. ANIL RAJAKARUNA

Name

A. Rajakaruna

Signature

Executed by affixing of the common seal of the)
National Wealth Corporation Ltd on this)
15th day of June 2015 at Colombo in the presence)
of two witnesses mentioned below.)

H. N. K. B. Meegolla
Asharu Abeperwardene

WITNESS

1. H. N. K. B. Meegolla

Name

H. N. K. B. Meegolla

Signature

2. Asharu Abeperwardene

Name

Asharu Abeperwardene

Signature

DEFINITIONS

The following terms shall have the following meanings where the context so requires or admits and shall not change during the term of the agreement been in force without the mutual consent of both parties.

MANAGEMENT - The primary objective is to seek a secure stable annual growth of the fund and its income and to facilitate the pre informed cash outflow commitments of the Fund. The role of the manager is to ensure that the above objective is achieved whilst striving to optimize the return of the fund within the stipulated risk profiles.

VALUE - The MHESTF portfolio will be taken for management by NWCL as it is with the physical bonds lodged with the custodian where we commit to match the specified cash flows of the fund as per the communication dated 11th December, 2003. The opening value of the portfolio for physical bonds will be the total face value of such bonds.

The monies given for management in the form of cash or upon maturity of fixed deposits in the name of MHESTF will be capitalized on the date of such an inflow to the fund.

The valuation of the portfolio as at the balance sheet date will be done according to the Accounting Standards prevailing at the time.

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Cash Outflow Requirement

On average the cash outflow will be Rs. 25 - 40 million monthly as advised. However, upon the requirement of a higher outflow, NWCL will be informed at least 2 weeks in advance of such a withdrawal subject to Investment Committee approval of MHESTF. All withdrawals from the fund will be considered as capital withdrawals for performance measurement purposes.

Income Distribution

The accrued income of the fund after, meeting all Cash outflow requirements and charges at the end of each calendar year is distributable to the client. The client has the option of reinvesting such income back in the fund.

Reporting

A comprehensive weekly statement covering investment holdings, transactions and cash movements etc. will be forwarded to you. Any additional information required can be requested from the manager.

Review Meetings

The Client may with prior arrangement with the Manager giving seven days' notice call for a meeting of the investment committee at any time it wishes or otherwise conduct quarterly meetings for the purpose of reviewing portfolio performance and investment strategies relating to the funds under management.

List of Commercial Banks

"A" Grade Banks

HSBC
Citi Bank
Deutsche Bank
Standard Chartered Bank
Commercial Bank
Bank of Ceylon
Peoples Bank
National Savings Bank
NDB Bank
Sampath Bank
Hatton National Bank

"B" Grade Banks

Seylan Bank
DFCC Bank
Pan Asia Bank
Union Bank
Nations Trust Bank

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The benchmark weighted average rates will be calculated from the weighted average auctions for the respective tenures during the year as specified by the Central Bank of Sri Lanka. For funds given for management during the course of the year the benchmark weighted average rates will be calculated from the immediate Treasury bill/bond auctions of the respective tenures after the fund management agreement coming into force. In the absence of any auction for a particular tenure, the weekly rate published in the Central Bank Weekly Bulletin for that tenure will be valid.

Fund Management Fees

A fixed fee of 0.15% of the net asset value of the fund or Rs.1 million a month whichever is higher will be levied as fund management fees. This fee will be calculated daily and charged monthly to the account of the client.

For Any returns over and above the committed cash flow (benchmark return) will be shared on the following basis between (Client/NWCL) as a performance related fee and will be charged to the client as at 31st December of each calendar year.

	(Client/NWCL)
upto 1% over benchmark yield	95/05
upto 2% over benchmark yield	90/10
upto 3% over benchmark yield	85/15
upto 4% over benchmark yield	80/20
upto 5% over benchmark yield	75/25

The distributable profits of the client will be calculated after finalization of financial statements and until such time the monies to be invested in short term repos until instructions are received if necessary.

Auditing

The profit distribution will be calculated after audited accounts submitted by an audit firm acceptable to both parties.

Investment Risk

Investments in Government securities carry zero credit risk, in this context, the only risk to the fund will be the interest rate risk (volatility of interest rates) which we would make use of fully to the advantage of the 'Dealing Portfolio'. However, corporate debt is riskier and hence the Fund Manager will make every effort to minimize this risk by investing in only rated, guaranteed and secured corporate debt.

City

Portfolio Management Option

- « Active management
- « Passive management

The style of managing the 'Investment Portfolio' will be a relatively passive strategy of 'buy and hold' where investments will be traded only when commitments can be fulfilled from the resulting income during the period. The style of managing the 'Dealing Portfolio' will be an active one where the portfolio will be traded as and when the opportunity presents itself to make use of movements in the yield curve to enhance the returns in the portfolio.

Performance Evaluation

For physical bonds of MHESTF given for management, NWCL commits to match the specified cash flows of the fund as per the communication dated 11th December 2003 and the bonds will be taken on at their respective face values. Any return over and , above the cash flow of the existing bond portfolio will qualify for a performance fee on the same basis as the fee specified for returns over the benchmark return. However, upon maturity of any bonds and coupons and for investments received for management in the form of cash the minimum bench mark yield for evaluating the performance of the portfolio of securities will be the same as specified earlier which is the weighted average of the 6 month & 12 month Treasury bill rates and 2 & 3 year bond rates + 1. (After charging all expenses including management fees and audit fees except statutory taxes such as V.A.T which would be recovered from MTF)

Example

Treasury Bills	
6 Months Annual Weighted Average	6.10%
12 Months Annual Weighted Average	6.30%
Treasury Bonds	
2 Year Annual Weighted Average	6.70%
3 Year Annual Weighted Average	7.70%
T-bill & T-Bond Average (Total/4)	6.70%
Bench Mark Yield	7.91%

Chy ✓

The maximum exposure to any given "Security issue" will be 25% of the portfolio at any given time.

For liquidity purposes investments will be made in Bank Deposits, Commercial Papers and Certificates of Deposits if required.

Equity 0%

An equity exposure is not recommended right now given the fixed commitments of the fund. However, an exposure to the equity sector is recommended as a medium to long-term investment strategy. We propose the Investment Committee to have an option to make a provision of 10% (upto Rs. 250 million maximum) of any profits over and above 5% of the benchmark yield to be invested in selected stocks offering growth potential and long-term value in the future.

Investment Strategy

Fixed Income

The asset allocation in terms of the type of investment instruments such Treasury bills/bonds and corporate paper that the fund will be invested into will be entirely depended upon the interest rate structures prevailing and the availability of various investment instruments. The tenure of investments will extend from overnight repurchase agreements to fifteen year bonds. In this context, the fund will not have a fixed asset allocation in terms of investment instrument but will change according to projected yield curve movements in the future.

We propose to have an 'Investment Portfolio', which would be invested in a manner to facilitate the cash outflow commitments of the Fund. The physical Treasury bonds taken over for management from MHESTF will be categorized under this portfolio. We also propose to have a "Dealing Portfolio" to maximize returns of the fund in accordance with the risk profile, where the fund manager will strive to take advantage of interest rate movements by trading actively in the Government securities secondary market only. We propose a maximum leverage of 3 times for the 'Dealing Portfolio' to enhance its returns.

CLY ✓

Schedule 2

NATIONAL WEALTH CORPORATION LTD. (NWCL)

Investment Plan for Mahapola Higher Education Scholarship Trust Fund(MHESTF)

Objective

The primary objective is to seek a secure stable annual growth of the fund and its income and facilitate the pre informed cash outflow commitments of the Fund. The risk tolerance of the fund will be conservative where capital protection is to be ensured.

Asset Mix

Government Securities (minimum exposure) 75%

Instruments –

- Treasury bills
- Treasury bonds,
- Repos & Reverse Repos
(Tenor - maximum of upto 15 years)

Corporate Debt (maximum exposure) 25%

Instruments-

- Investment Grade {BBB+ and above) Rated Paper, rated by a rating agency acceptable to both parties
- Bank* Guaranteed Debt Instruments
- Debentures issued by selected Limited liability Companies in Sri Lanka
- Securitized Asset Backed Paper issued by companies which have at least an investment grade rating or a security issue which would have at least the same rating.

* See list of Commercial banks below

Tenor — maximum of upto 5 years for listed debt and upto 1 year for un-listed debt

Exposures - the maximum total exposure to the banking sector will be as follows of the total portfolio at any given time..

"A - grade banks" - 40%

"B - grade banks" - 25%

The maximum exposure to the company sector will be as follows of the total portfolio at any given time.

"Listed companies" - 40%

"Non-listed companies" - 25%

Chy

ADDENDUM

TO THE FUND MANAGEMENT AGREEMENT DATED 18TH NOVEMBER, 2003

BETWEEN

MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND (MHESTF)

AND

NATIONAL WEALTH CORPORATION LIMITED (NWCL)

THIS ADDENDUM is made by and between **MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST** a fund established as a body corporate by the Mahapola Higher Education Scholarship Trust Fund Act No. 66 of 1981 having its registered office on 6th floor, Sathosa Secretarial Building, at No. 27, Vauxhall Street, Colombo 02 (hereinafter referred to as the "Trust" which term or expression as herein used shall where the context so requires or admits mean and include the said Mahapola Higher Education Scholarship Trust Fund and its successors) of the One Part and **NATIONAL WEALTH CORPORATION LIMITED** a company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No. 7 of 2007 bearing company No. PB 737 and having its registered office at Prince Alfred Tower, No. 10 - 1/1, Alfred House Gardens, Colombo 3 (hereinafter referred to as **NATWEALTH** which term or expression as herein used shall where the context so requires or admits mean and include the said National Wealth Corporation Limited its successors and permitted assigns) of the Other Part.

WHEREAS the Trust entered into a Fund Management Agreement with **NATWEALTH** on the 18th of November 2003 ("Fund Management Agreement") to appoint **NATWEALTH** as the agent of the Trust to invest monies of the Mahapola Fund morefully defined in the Fund Management Agreement, subject to and upon the terms and conditions set out therein; and

WHEREAS the appointment of the aforesaid agent was initially valid for a period of five (5) years commencing from 1st December 2003 until the 30th November 2008 in terms of clause 1.2 of the Fund Management Agreement and was thereafter extended up to 30th December 2009 by an Addendum to the Fund Management Agreement dated 27th November 2009 and






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b

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further extended up to 31st December 2012 by an Addendum to the Fund Management Agreement dated 23rd April 2010; and

WHEREAS the Trust has granted the approval to NATWEALTH to extend the validity of the appointment of NATWEALTH under the Fund Management Agreement for a further period of two (2) years from 1st of January 2013 by letter dated 31st December 2012; and

WHEREAS the Trust has granted the approval to NATWEALTH to extend the validity of the appointment of NATWEALTH under the Fund Management Agreement for a further period of one (1) year from 1st of January 2015 by an Addendum dated 5th May, 2015; and

WHEREAS the parties have thereafter mutually agreed to extend the validity of the appointment of NATWEALTH under the said agreement until 31ST December, 2016 and hereby desire to set out such agreement in writing by way of an Addendum to the Fund Management Agreement.

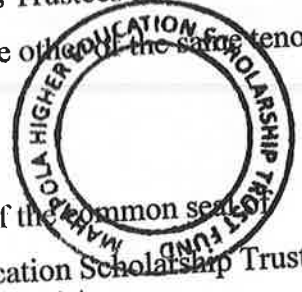
NOW THIS ADDENDUM TO THE FUND MANAGEMENT AGREEMENT THEREFORE WITNESSETH that in consideration of each of the parties hereto doing, observing and performing the respective terms, conditions, covenants, stipulations and obligations contained in this Addendum to be respectively done, observed and performed by each of them, the parties hereto hereby agree as follows:

- (1) The appointment of NATWEALTH under the Fund Management Agreement as the agent of the Trust in terms of clause 1.2 of the said Agreement is hereby further extended up to the 31st day of December, 2016, subject to the terms and conditions set out in the said Agreement.

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R. 12

IN WITNESS WHEREOF the common seals of the Trust and of NATWEALTH was affixed in the presence of two of its Trustees and its Directors, respectively, who witnessed the affixing thereof, hereunto and to one of the same tenor and date at Colombo.



Executed by the affixing of the common seal of the Mahapola Higher Education Scholarship Trust Fund on this 3rd day of March 2016 at Colombo in the presence of two witnesses mentioned below:

Handwritten signatures and names of witnesses:
(Mr. Wickrama Weerasinghe) Trustee
(Mr. Anil Rajakaruna) Trustee

Witnesses.

1. M.P. Bandaru
Director - Mahapol Trust Fund
NAME

Handwritten signature of M.P. Bandaru
SIGNATURE

2. Chathurika J. Perera
NAME

Handwritten signature of Chathurika J. Perera
SIGNATURE

Executed by the affixing of the common seal of National Wealth Corporation Limited in the presence of two of its Directors on this 3rd day of March 2016 at Colombo in the presence of the two witnesses mentioned below:

Handwritten signature of Gamini Wijesurendra
GAMINI WIJESURENDRA

Handwritten signature of Buddhika Jayasinghe
BUDDHIKA JAYASINGHE

Witnesses.

1. Hon. K.B. Meegoda
NAME

Handwritten signature of Hon. K.B. Meegoda
SIGNATURE

2. YVONNE RODRIGO
NAME

Handwritten signature of Yvonne Rodrigo
SIGNATURE

Handwritten initials

Handwritten initials and signature: R.K.J.

Received
3/5/2018

National Wealth Corporation Limited

A wholly owned company of the
Mahapola Higher Education Scholarship Trust Fund
(Ministry of Development Strategies and International Trade)

Company No. PB 737

03rd May 2018

Daf 9

W.K.B.T.B Fernando
Superintendent of Audit
No. 306/72,
Polduwa Road,
Battaramulla.

Dear Madam,

Your Ref: TCM/F/NWCL/AQ/18/01

Financial and Operational Audit -2017

We write with reference to your letter dated 25th April 2018 and contents therein.

We wish to clarify as follows in respect of observations made.

01. Incurring a net loss of LKR 13,329,828.00 for Mahapola Portfolio

As a part of our trading activities we leverage trading portfolio to enhance interest income and capital gains, as per the provisions of the Investment Plan of the Mahapola Higher Education Scholarship Trust Fund (MHESTF),

Interest income received was recorded as "Interest Income on Treasury Bills and Treasury Bonds" inclusive of leverage & existing government securities portfolio income, whereas interest expenses on Repo for MHESTF was recorded under interest expenses in the Mahapola financial statements.

Therefore, net interest expenses on Repo – Rs. 13,329,828 stated in Mahapola financial statements should not be considered in isolation and interpreted as a loss to portfolio. It should be net off with the government securities portfolio interest income to arrive at the net interest income of Rs. 567,493,349.



02. Earning of income by intra group transitions

The funds of MHESTF are managed independently through a custodian account maintained with the Bank of Ceylon and its assets are held under its own name.

The investments in Treasury Bills and Bonds for the MHESTF, are routed through its fully owned subsidiary NatWealth Securities Ltd (NWSL), a Primary Dealer. MHESTF and NWSL operate as two separate independent entities.

Capital gain of Rs. 72,873,096 is fully attributable to the MHESTF portfolio and has not resulted in a loss to NWSL.

03. Investment Committee Meetings

The Investment Committee as per the Fund Management Agreement came into effect as from 10th October 2017.

However, no meetings have been convened as yet.

04. Financial Instruments – Financial Assets Fair Value Through Profit and Loss

The difference in Financial Asset was due to the external audit entry made in the year 2016 by the Auditors M/S SJMS Associates in order to deduct broker fees (transaction cost) from the equity portfolio value.

However, as per your recommendation, we will rectify the equity portfolio value in the financial statements accordingly.

05. Gratuity Provision

As per the LKAS 19 – Employee Benefits, the company has provided Rs. 1,140,000 for gratuity liability for the employee who resigned and it was included under Defined benefit obligations in the aggregate total of Rs. 4,793,400 reflected in the Financial Statements as at 31st December 2017.

However, the company has made the gratuity payment of Rs. 1,064,000 on 26th January 2018 to said employee and the over provisions will be adjusted in the financial statements for the year 2018.



06. Deferred Tax

According to Annex 01 of your query, there were differences in the tax base of Property Plant and Equipment (PPE) and Gratuity Liability.

The reason for the difference in PPE is, we have by error, taken only the W.D.V of PPE additions during the year 2017. We will adjust our financial statements accordingly.

As per the LKAS 12 – Income Tax, no tax base can be recognized for gratuity liability/provision and only gratuity payment is eligible to be recognized as tax base. In the year 2017, the company has not made any gratuity payment and therefore the tax base for gratuity liability should be nil.

Please refer below calculation.

Description	Accounting Base	Tax Base	Temporary Difference	Tax Rate	Deferred Tax (Liability)/Assets
Property Plant & Equipment	10,576,885.00	8,058,961.91	(2,517,923)	28%	(705,018)
Gratuity Liability	4,793,399.90	-	4,793,400	28%	1,342,152
C/F Business Losses	-	(60,000,000.00)	60,000,000	28%	16,800,000
Corrected Deferred Tax Asset					17,437,134
Deferred Tax Asset as per Financial Statement					16,596,569
Difference					840,565

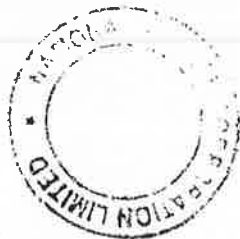
Trust the above meets your clarifications.

Yours faithfully,

NATIONAL WEALTH CORPORATION LIMITED

.....
Sunil Peiris

CHAIRMAN



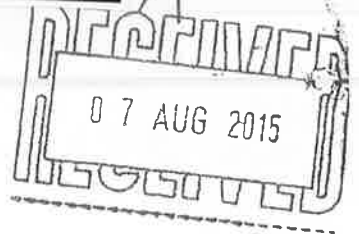
Annex 01

Capital Earning Ratio for the Total Investment

	2017	2016
<u>Investment</u>		
Investment portfolio as at 01.01.2017	8,026,296,433.00	7,886,381,842.00
<u>Stated capital</u>		
Natwealth Corporation (Group)	985,500,070.00	985,500,070.00
Total invested from MTF	9,011,796,503.00	8,871,881,912.00
<u>Earning during the year</u>		
Net profit from Investment portfolio	913,782,262.00	814,914,590.00
Dividend received	-	
Natwealth Corporation (Group)		
Profit before tax	160,227,569.00	(585,948,924.00)
Natwealth Corporation (Group)		
Total Earning during the year	1,074,009,831.00	228,965,666.00

	2017	2016
Capital earning ratio	11.92%	2.58%
Average market interest rate	11.52%	8.93%
(Average weighted fixed deposit rate as per the Central Bank of Sri Lanka)	0.40%	-6.35%
Difference		
Rate		
Amount	31,930,341.62	(500,853,473.28)
	35,850,873.85	(563,441,253.44)

Mahapola Fund Management
Total Investment from Mahapola Trust Fund



P29

MONETARY BOARD DIRECTION
UNDER LOCAL TREASURY BILLS ORDINANCE AND
REGISTERED STOCK AND SECURITIES ORDINANCE

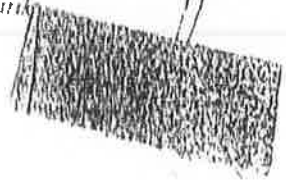
07 August 2015

To: NatWealth Securities Limited

In terms of powers vested by Regulation 11(2) of the Local Treasury Bills (Primary Dealers) Regulations No. 01 of 2009 dated 24th June 2009 and Regulation 11(2) of the Registered Stock and Securities (Primary Dealers) Regulations No. 01 of 2009 dated 24th June 2009, NatWealth Securities Limited is hereby directed to honour the repurchase transactions entered into with Virtual Investment and Trading Lanka (Pvt) Limited in terms of Master Repurchase Agreement dated 15th November 2012 and with Trillicon Securities (Pvt) Limited in terms of Master Repurchase Agreement dated 12th May 2014 within 14 days of this Direction.

C M D N K Seneviratne (Mrs)
Superintendent of Public Debt

for and on behalf of the Monetary Board
of the Central Bank of Sri Lanka



මුදලාංක අංක 30, අංක 07 ඔගස්තු 2015
අංක 413, 590, කොළඹ 01, ශ්‍රී ලංකාව

10 අංක 1009, මු.අ. 30 නොපවතින මහලක්කු පොලොව
අ. ම. අං. 590, කොළඹ 01, ශ්‍රී ලංකාව
pdebt@cbsl.lk

Level 10, Na 10, Independence Square, Colombo 1
P. O. Box 590, Colombo 01, Sri Lanka
www.cbsl.gov.lk

COMMUNICATED

Attorney-at-Law, Monetary Board, Superintendent for Ombuds
143/2015

RE-LAUNCHING MAHAPOLA LOTTERY

01. Mahapola Lottery operation has been abounded in 2008 on disagreement and other various reasons by lottery vender. With the fast growth in the intake of number of students who need the assistance of the scholarship, the Board of Trustee have decided to re-launch the Mahapola Lottery and a committee was appointed at its meeting held on 2012.07.12 to handle this matter.

The Committee comprised the followings

1. Mr. D. Jeewanathan, Addl. Secretary, Ministry of Co-operatives and Internal Trade, **Chairman**
2. Mrs. Manjari Perera, Chief Accountant, Ministry of Co-operatives and Internal Trade, **Member**
3. Mr. Lakmal Rathnayake, Chairman, Institute of National Co-operative Development, **Member**
4. Mr. Asanka Senevirathne, Director, Nat Wealth Corporation Ltd, **Member**
5. Mr. Shantha Kurumbalapitiya, Member of the Council of Institute of Chartered Accountants of Sri Lanka, **Member**

02. The paper notice has been published on Daily News on 10th August 2012. The bid closed on 21st August 2012 at 2.00 p.m. The following parties were submitted their express of interest.

1. TMI Solutions, No.1097,Pannipitiya Rd, Battaramulla.
2. KT Network Corporation, 5th Floor, Samil Plaza Building,837-26, Yeoksam-dong,Gangnam-gu,Seoul,Korea.
3. Oceanic Games (pvt) Ltd.,No.8/B/7,Bristol Paradise Building, Bristol Street, Col 01.
4. LG CNS Co. Ltd.,Prime Tower,10-1, Hoethyeon-dong, 2-ga,Seoul,100-630,Korea

03. The proposals are evaluated by the Committee. TMI Solutions has not submitted proposal other than some clarifications. After evaluation the Committee has submitted their recommendation on 26th October 2012 is annexed. This report has been discussed with Founder Trustee and directed to get more clarifications with supporting documents from the recommended party Oceanic Games (pvt) Ltd who has submitted a favourable offer. After clarification the bidder has submitted necessary offer documents in the format required in order to finalize the implementation process as guided by committee and it's lay down criteria.

04. The financial commitment of the Trust is nil. As per the proposed agreement to be signed with recommended party only the Licence for Lottery operation will be provided by the Trust. The draft Agreement which will be forwarded to Hon. Attorney General for approval has provision that the bidder should make all payments in upfront of each month, and this should be supported by a unconditional guarantee from a Commercial Bank registered by CBSL by the Oceanic Games (pvt) Ltd. to ensure such payment before sign the agreement.

05. Board of Trustees approval is sought to,

1. To issue the Letter of Intent (LOI) accepting mainly their financial proposal with conditions and time frame to Ms/Oceanic Games (Pvt) Ltd to the recommended party by the committee.
2. To nominate two Trustees for signing LOI with Mahapola official seal
3. To submit proposed agreement to Hon. Attorney General for approval



Ranjith Thenuwara,
Director,
Mahapola Higher Education Scholarship Trust Fund.

මහාපොලා උසස් අධ්‍යාපන ශිෂ්‍යත්‍ව භාර අරමුදල
மஹாபொல உயர்கல்வி புலமைப் பரீட்சை நிதியம்
MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND

6 වන මහල, සමාජ මතභේදන මධ්‍යමාංශ භාණ්ඩාගාරය, 27, වොක්හෝල් වීදිය, කොළඹ 02, ශ්‍රී ලංකා.
6 වන மாடி, ச.மொ.தா செயலக கட்டிடம், 27, வொக்ஹால் வீதி, கொழும்பு 02, சிலங்கை.
6th Floor, CWE Secretariat Building, 27, Vauxhall Street, Colombo 02, Sri Lanka.



මගේ අංකය
எனது கி.எ.எ.
My No.

MTF/1/145

ඔබේ අංකය
உமது கி.எ.எ.
Your No.

දිනය
திகதி
Date 2012.10.26

Mr.D.Jeevanadan,
Chairman,
Committee for Re-launching Mahapola Lottery,
Addl. Secretary of the Ministry of Co-operative and Internal Trade.

Dear Sir,

Re-launching Mahapola Lottery

Reference your latter No: CIT/6/9/LC dated 2012.10.26 addressed to me along with the Committee Report dated 23.10.2012 of the Re-launching Mahapola Lottery address to the Founder Trustee of Mahapola Trust Fund Hon. Minister, Cooperative and Internal Trade.

02. This matter has been submitted and discussed with the Hon. Minister along with you on 2012.10.26 and advice for persuasion the matter for next stages with denoted party of responsive proposal for the Mahapola Lottery by the Committee.

03. Therefore on this Express Of Interest the initial proposal has to be further evaluated by the committee with required Operational and Technical clarification to work out the implementing stages to submit to the Board of Trustee for initial approval. Therefore as Hon. Minister directed committee may persuade the matter for preparation of Comprehensive Report with the implementation strategies of the Mahapola Lottery.

Yours faithfully,

Ranjith Thenuwara,
Director,
Mahapola Higher Education Scholarship Trust Fund.

Cc: Secretary,
Cooperative and Internal Trade and Trustee of the Mahapola Trust Fund



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Ministry of Co-operatives and Internal Trade

கூட்டுறவு மற்றும் உள்நாட்டு வர்த்தக அமைச்சு

සමකාස මහ ලේකම් කාර්යාලය, 3 මහල, නො.27, වොක්ෂෝල් වීදිය, කොළඹ 02
CWE Secretariat Building, 3rd Floor, No. 27, Vauxhall Street, Colombo 02
சதொச செயலக கூட்டிடம், 3 ஆம் மாடி, இல.27, வொக்ஸோல் வீதி, கொழும்பு 02.

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දුරකථන අංකය தொலைபேசி இல Telephone No.	330	0112300341	தொலைநகல் Fax.	0112437051	மின்னஞ்சல் E-mail
මගේ අංකය எனது இல My No.	} CIT/6/9/L.C.	ඔබේ අංකය உமது இல Your No.	}	දිනය திகதி Date	} 2012.10.26



Mr. Ranjith Tenuwara
Director
Mahapola Higher Education Scholarship Trust Fund

Re-Launching Mahapola Lottery

I furnish herewith the original Committee Report on above matter addressed to Founder Trustee along with the all original EOIs submitted to me by our letter No. MTF/1/145 Dated 2012.08.22.

Kindly acknowledge the receipt.

D. Jeevanadan
Additional Secretary
Ministry of Co-operatives and Internal Trade

Report presented to the Hon. Minister with Mr. Jeevananda.
The Hon. Minister instructed to get required
details of operation from the recommended parties.
Therefore meeting is required by the Committee and the investing
parties.
2012/10/26.

23.10.2012

Founder Trustee,
Mahapola Higher Education Scholarship Trust Fund

Re-launching of Mahapola Lottery

Evaluation and Recommendation of the Proposals of Implementation of the Mahapola Lottery

The Mahapola Higher Education Trust Fund (MTF) which was established under the Act No. 66, 1981 provides provision for conduct of lotteries for the purpose of raising funds for fulfills its objectives.

The operation of Mahapola Lottery abandon in 2008. The Board of Trustees of MTF has decided to re-launch the operation of the Mahapola Lottery. In line with this decision, Expressions of Interest were solicited (EOIs) from reputed firms/investors for implementation through public advertisement. To deal with the implementation strategy and evaluate the proposals and to have recommendation with regard to the EOIs, an Official committee has been appointed by Board of Trustees of MTF as per the decision taken at its meeting held on 12.07.2012 as follows.

1. Mr. D. Jeevanadan, Additional Secretary, Ministry of Co-operatives and Internal Trade, Chairman
2. Mrs. Majari Perera, Chief Accountant, Ministry of Co-operatives and Internal Trade, Member
3. Mr. Lakmal Rathnayake, Chairman Institute of National Co-operative Development, Member
4. Mr. Asanga Senevirathne, Chairman, Natwealth Securities Corporation Ltd, Member
5. Mr. Shantha Kurumbalāpitiya, Member of the Council of Institute of the Chartered Accountants of Sri Lanka, Member

The Term of Reference of the committee (TOR)

1. Approval of paper notice for calling for EOI
2. To the decide the procedure of evaluation criteria for recommendation
3. Mahapola Trust Fund will Provide only the license for online lottery operation for reasonable period of time (period to be decided as proposal)
4. Printed Lotteries are not allowed (Passive Lottery Game)
5. MTF will not invest money for lottery operation at any time
6. Maximum net receipt to the MTF has to be considered at the evaluation and recommendation (on monthly basis or suitable manner-Net income)
7. All legal business requirements to be fulfilled by the investors in their proposals
8. Local expenditure and taxes etc. to be undertaken by lottery operator / investor
9. Committee has to recommend the model for the operation at the implementation.
10. Committee may recommend the implementation stages
11. Committee may also get assistance from Technical Committee for evaluation and implementation procedure with prior approval
12. Return to the MTF will be the most favorable factor at the evaluation
13. MTF will not undertake any business risk / operational risk of the investor or his agent
14. Unconditional guarantee from third party for lottery net income to MTF is necessary

The receipt of the EOIs was closed on 21st August 2002 at 4.00 p.m. and the four firms have submitted their proposals and the received EOI were opened by the committee comprising of following Officials.

6. Mr. Ranjith Thenuwara - Director, Mahapola Higher Education Scholarship Trust Fund
7. Mrs. B.K.M. Jenita Rodrigo - Accountant, Ministry of Co-operatives and Internal Trade

8. Mr. J.A.S.P. Jayasinghe - Assistant Secretary, Ministry of Co-operatives and Internal Trade

Among them one from the TMI solutions (Pvt) Ltd, Battaramulla is a letter seeking clarification about Mahapola Online Lottery. The following firms have submitted their proposals.

- 1. KT Networks Corporation, Korea on behalf of KT Group and Samsung SDS Co., Ltd
- 2. Oceanic Games (Private) Limited, Bristol Street, Colombo 1
- 3. ATSL International (Pvt) Ltd, Colombo 2 together with LG CNS Co., Ltd, Korea

The comparison of the proposals have been scheduled and given as Annexure I

The basic operational Guide line for the operation of the Mahapola Lottery suggested by the committee given as Annexure II

Evaluation & Recommendations

1. LG CNS Co., Ltd

They have not mentioned what is their investment for this project and the information given in their proposal is not adequate for evaluation

2. KT Networks Corporation

KT Network does not have any kind of experience in Sri Lanka according to details available with their proposal. Their Initial investment is low as well.

3. Oceanic Games (Private) Limited

Key investor Data' Seri Tiong King Sing has already made major investments in Sri Lanka whilst Mr. Raghbir Singh and Mr. Low Soon Heng, world class lottery personnel have been chosen as key responsible persons of this project.




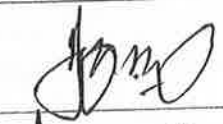

He is a Member of Parliament of Malaysia (1999 to date), Board Director for Bintulu Port Authority, Deputy Treasurer General of Common Wealth Parliamentary Association (CPA) (2007 to date), Chairman of Barisan Nasional Back Benchers Council (BNBBC), Chairman of Corporation Negotiation Council for Parliament.

Existing investment in Sri Lanka by Data' Seri Tiong King Sing as per their proposal are;

- a. Asian Finance Limited
- b. TKS Finance Limited
- c. TKS Securities (Pvt) Limited
- d. TKS Holding (Pvt) Ltd
- e. Oceanic Development Limited
- f. TKS Development (Private) Limited
- g. Vision Development (Private) Limited
- h. Oceanic Construction (Private) Limited
- i. TKS Trust (Private) Limited

The Investor's business experience in Sri Lanka and their capital investment in Sri Lankan companies and the amount of investment for the operation of Mahapola Lottery are the main factors for the evaluation of the three EOs.

In view of above we recommend to award the contract to conduct Mahapola Lottery to Ms. Oceanic Games (Private) Limited, as this company has capability to invest to launch the Lottery according to their proposal.

Name	Capacity	Agree with the above decision	Signature
Mr. D. Jeevanadan	Chairman	Yes/ No	
Mrs. Majari Perera	Member	Yes/ No	
Mr. Lakmal Rathnayake	Member	Yes/ No	
Mr. Shantha Kurumbalapitiya	Member	Yes/ No	
Mr. Asanga Senevirathne	Member	Yes/ No	

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පිටපත්: ජනාධිපති ලේකම්
අග්‍රාමාත්‍ය ලේකම්.
සමුපකාර හා
අ.වෙ./ලේ.
විගණකාධිපති.

මගේ අංකය: අවප/13/0773/540/008
2013 ජුනි මස 21 දින,
කොළඹ, අමාත්‍ය මණ්ඩල කාර්යාලයේදී ය.

(1) අ.වෙ./ලේ.
අ.වෙ./ලේ.
26/6

(2) අ.වෙ./ලේ.
අ.වෙ./ලේ.
26/6

ක්‍රියා කළයුතු: මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශයේ ලේකම්.

**මහසොළ මංගත ලෝකරැකිය
නැවත දියත් කිරීම**

(සමුපකාර හා අභ්‍යන්තර වෙළඳ ගරු ඇමතිතුමා ඉදිරිපත් කළ
2013-06-10 දිනැති සටහන)

2013 ජුනි මස 13 දින පැවැත්වුණු අමාත්‍ය මණ්ඩල රැස්වීමේදී එළඹී
තිරණයක් අවශ්‍ය කටයුතු සඳහා මේ සමග එවා ඇත.

එල්. පී. පයම්පති,
අතිරේක ලේකම්.

අ.කලේ/එස්.අබේසිංහ,
අමාත්‍ය මණ්ඩලයේ ලේකම්.

(අ) පරිපූරක න්‍යාය පත්‍රයේ විෂයයන්:

66. අමාත්‍ය මණ්ඩල පත්‍රිකා අංක 13/0773/540/008 වූ, "මහසොළ මංගත
ලෝකරැකිය නැවත දියත් කිරීම" යන මැයෙන් සමුපකාර හා
අභ්‍යන්තර වෙළඳ ඇමතිතුමා ඉදිරිපත් කළ 2013-06-10 දිනැති
සටහන - මුදල් හා ක්‍රමසම්පාදන ඇමතිතුමාගේ නිරීක්ෂණ
ලබාගැනීම පිණිස මිලහ රැස්වීමට කල්තබන ලදී.

ක්‍රියා කළ යුතු: අමාත්‍ය මණ්ඩලයේ ලේකම්
මුදල් හා ක්‍රමසම්පාදන අමාත්‍යාංශය

පිටපත: සමුපකාර හා අභ්‍යන්තර වෙළඳ අමාත්‍යාංශය

(C) Supplementary Agenda Items:

- 66. Cabinet Paper No.13/0773/540/008, a Note to the Cabinet dated 2013-06-10 by the Minister of Co-operatives and Internal Trade on "Relaunching of the Mahapola Online Lottery" - was deferred for the next meeting, for the observations of the Minister of Finance and Planning.

Action by: Secretary to the Cabinet
My/Finance and Planning

Copied to: My/Co-operatives and Internal Trade



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සමුපකාර හා අභ්‍යන්තර වෙළෙඳ අමාත්‍යාංශය
2013 ජුනි 10
අමාත්‍ය මණ්ඩල සටහන

මහජන මංගල ලෝකරැකිය නැවත දියත් කිරීම

සඳහාම

1911 වර්ෂයේ සිට ක්‍රියාත්මක කරන ලද මහජනලාභී උසස් අධ්‍යාපන ශිෂ්‍යත්ව වැඩපිළිවෙල තුළින් පසුගිය වසර තුළ ශිෂ්‍යත්ව 217,000කට වැඩි ප්‍රමාණයක් උසස් අධ්‍යාපනය හදාරන සිසුන් වෙත ප්‍රදානය කර ඇත. 2012 වර්ෂය තුළ පමණක් ශිෂ්‍යත්ව සඳහා රු.මිලි. 700ක් පමණ වැය කර ඇත. විශ්ව විද්‍යාල ප්‍රවේශන කොමිෂන් සභාව මගින් නිර්දේශ කරන ලද ශිෂ්‍යත්ව ප්‍රමාණයට අමතරව බෞද්ධ හා පාලි විශ්ව විද්‍යාලය, නීති විද්‍යාලය, ජාතික තාක්ෂණ ආයතනය, ජාතික සමාජ සංවර්ධන ආයතනය, ශ්‍රී ලංකා උසස් තාක්ෂණ අධ්‍යාපන ආයතනය, ශ්‍රී ලංකා විශ්ව විද්‍යාලය හා බුද්ධ ශ්‍රාවක භික්ෂු විශ්ව විද්‍යාලය යන උසස් අධ්‍යාපන ආයතනයන්හි උපාධි හා උසස් ධීප්ලෝමා පාඨමාලා සඳහා ද මහජනලාභී ශිෂ්‍යත්ව පිරිනමනු ඇත.

මහජනලාභී උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදලේ පරිපාලනය අග්‍රවිනිශ්චයකාරකුමාගේ සභාපතිත්වයෙන් යුත් භාරකාර මණ්ඩලයක් මගින් සිදු කරනු ලැබේ.

මහජනලාභී උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල සඳහා 1981 වර්ෂයේදී මහජනලාභී ලෝකරැකිය ආරම්භ කරන ලද අතර එම ලෝකරැකිය 1988 වර්ෂයේදී නතර කරන ලදී. නැවතත් 2003 වර්ෂයේදී මංගල ලෝකරැකියක් ලෙස මහජනලාභී ලෝකරැකිය ආරම්භ කර 2007 වසරේදී එය ද නවතා දමන ලදී.

2012 වර්ෂයේදී විශ්ව විද්‍යාල වරම් ලැබූ 41.9%ක් පමණ ශිෂ්‍යයින්හට මහජනලාභී උසස් අධ්‍යාපන ශිෂ්‍යත්ව පිරිනමා ඇත. එසේ වුවද වැඩිවන ශිෂ්‍ය සංඛ්‍යාව සමඟ සැලකිල්ලට ගැනීමේදී මෙම ප්‍රතිශතය 2001 වර්ෂයේ සිට අඩුවෙමින් පවතී. එබැවින් ශිෂ්‍යත්ව සංඛ්‍යාව වැඩි කිරීම, මාසික ශිෂ්‍යත්ව වාරිකය වැඩි කිරීම සහ ඒකාබද්ධ අරමුදලේ දායකත්වයෙන් තොරව ශිෂ්‍යත්ව ලබා දීම යන අරමුණු ද ඇතිව මෙම මංගල ලෝකරැකිය නැවත දියත් කළ යුතු බවට 2009 වසරේ සිටම මහජනලාභී භාරකාර මණ්ඩල රැස්වීමටදී සාකච්ඡා කර තීරණය කර ඇත.

වර්තමාන තත්වය

මහජනලාභී උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල හර කර ගැනීමේ යෝග්‍ය උපාය මාර්ගයක් ලෙස මහජනලාභී මංගල ලෝකරැකිය නැවත දියත් කිරීම සඳහා එහි භාරකාර මණ්ඩලය විසින් ගනු ලැබූ තීරණය පරිදි කටයුතු සිදු කරමින් 2012 අගෝස්තු මාසයේදී පුවත්පත් දැන්වීම් මගින් ඒ සඳහා යෝජනා කැඳවන ලදී.

සමාජ සේවක ප්‍රවේශය දැක්වූ යෝජනා ඇගයීම කර වඩාත් යෝග්‍ය යෝජනාව ලෙසට ඔහුගේ ගේමස්
සමාජ සේවක ප්‍රවේශය දැක්වූ යෝජනාව පිළිගෙන මහපොළ මංගල ලොකරැකිය පවත්වාගෙන යාමේ
මහපොළ මංගල ලොකරැකිය පවත්වාගෙන යාමේ සමාජ සේවක ප්‍රවේශය පිළිබඳව විසින් තීරණය කරන ලදී.

සමාජ සේවක ප්‍රවේශය දැක්වූ යෝජනා කිරීමේ කටයුතු අදාළ ගිවිසුම අත්සන් කිරීමට යටත්ව එම සමාගම වෙත
මහපොළ මංගල ලොකරැකිය පවත්වාගෙන යාම සම්බන්ධ ගිවිසුමේ කෙටුම්පත නීතිපති
සමාජ සේවක ප්‍රවේශය පිළිබඳව වෙත යොමු කරන ලදී. ගිවිසුම පිළිබඳව සාකච්ඡා කිරීමෙන් අනතුරුව මහපොළ මංගල
ලොකරැකිය නැවත දියත් කිරීම සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය ලබා ගැනීම හුදු වුව නීතිපතිතුමා
වසන් 2013 මාර්තු 13 වන දිනැතිව උපදෙස් ලබා දී ඇත.

විවරණය

විවරණය හා අනෙකුත් උසස් අධ්‍යාපන ආයතනයන්හි ප්‍රවේශය ලබන ශිෂ්‍යයින්හට ප්‍රදානය කරනු
ලබන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව සංඛ්‍යාවේ ප්‍රතිශතය අඩු වීම තුරන් කරලීමේ කැණ
සැලකිල්ලට ගෙන උසස් අධ්‍යාපන ශිෂ්‍යත්ව සංඛ්‍යාව හා මාසික ශිෂ්‍යත්ව වාරික මුදල වැඩි කිරීමට
සැලකිලිමත් වී මහපොළ මංගල ලොකරැකිය නැවත දියත් කිරීමේ ඉහත වැඩපිළිවෙල සඳහා අමාත්‍ය
මණ්ඩලයේ අනුමැතිය අපේක්ෂා කරමි.



ජයන්තීන් ප්‍රනාන්දු පා.ම.
සමුපකාර හා අභ්‍යන්තර වෙළෙඳ අමාත්‍ය /
ආරම්භක භාරකරු මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව භාර අරමුදල



උසස් අධ්‍යාපන අමාත්‍යාංශය
உயர் கல்வி அமைச்சு
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මගේ අංකය } HE/AD/SA/08
எனது இல. }
My No. }

Amuruvi 2

ඔබේ අංකය }
உமது இல. }
Your No. }

දිනය } 2013.06.21
நிதி }
Date }

අමාත්‍ය මණ්ඩල සංදේශය

උසස් අධ්‍යාපන අමාත්‍යවරයාගේ නිරීක්ෂණ

- : සමූහාකාර හා අභ්‍යන්තර වෙළඳ අමාත්‍යාංශය.
- : මහපොළ මංගල ලොකරුමය නැවත දියත් කිරීම - 2013.06.10
- : පහත සඳහන් නිර්දේශය සඳහා අමාත්‍ය මණ්ඩලයේ අනුමැතිය අපේක්ෂා කෙරේ.
විශ්වවිද්‍යාල හා අනෙකුත් උසස් අධ්‍යාපන ආයතනයන්හි ප්‍රවේශය ලබන ශිෂ්‍යයින්හට ප්‍රදානය කරනු ලබන මහපොළ උසස් අධ්‍යාපන ශිෂ්‍යත්ව සංඛ්‍යාවේ ප්‍රතිශතය අඩුවීම තුරන් කරලීමේ කරුණ සැලකිල්ලට ගෙන උසස් අධ්‍යාපන ශිෂ්‍යත්ව සංඛ්‍යාව හා මාසික ශිෂ්‍යත්ව වාරික මුදල වැඩිකිරීමට හැකිවන පරිදි මහපොළ මංගල ලොකරුමය නැවත දියත් කිරීම.
- : උසස් අධ්‍යාපන ශිෂ්‍යත්ව සංඛ්‍යාව හා මාසික ශිෂ්‍යත්ව වාරික මුදල වැඩිකිරීමට හැකිවන පරිදි මහපොළ මංගල ලොකරුමය නැවත දියත් කිරීමේ යෝජනාව සමඟ එකඟ වෙමි.
ඒ සමඟම පහත සඳහන් කරුණු සම්බන්ධයෙන් ද නිසි ක්‍රමවේදයක් සැකසීම ද අත්‍යවශ්‍ය බැව් නිරීක්ෂණය කරමි.
සිසුන්ගේ පවුල්වල සත්‍ය ආදායම් වාර්තා ලබාගනිමින් සුදුස්සන්වම පමණක් මෙම ශිෂ්‍යත්වය ලබාදීමට.
විශ්වවිද්‍යාලවලට ඇතුල් වන සිසුන්ගෙන් 10% කට පමණ මසකට රුපියල් 7,000/- ක් පමණ ලබාදීමේ අවශ්‍යතාවයක් ඇති බැවින් එලෙස ගෙවීම සඳහා මෙම ශිෂ්‍යත්ව ක්‍රමය සකස් කිරීමට.
මහපොළ ශිෂ්‍යත්ව ලබා ගෙන රැකියාවල නියුතු රජයේ, පෞද්ගලික අංශයේ හා විදේශගතව සේවය කරන අයගෙන් එම මුදල් වාරික වශයෙන් අනිවාර්යයෙන්ම ලබාගෙන භාරකාර අරමුදලට බැරකිරීම මගින් අරමුදල තුරකර ගැනීමට.

[Signature]
එස්.ඩී. දිසානායක
උසස් අධ්‍යාපන අමාත්‍ය

2007 අංක 07 දරණ සමාගම් පනත යටතේ ලියාපදිංචියෙන් පසු නව පාලන මණ්ඩලය

නම -----	ලිපිනය -----
01. මහාචාර්ය ලලිත් දීප්ත කුමාර මයා	46, වැලිකඩ පාර, නාවල, රාජගිරිය
02. සෙනරත් විදානලාගේ දොං කේසරලාල් ගුණසේකර මයා	4, ද සේරම් පාර, ගල්කිස්ස
03. මහාචාර්ය සමරජීව කරුණාරත්න මයා	36, ද ෆොන්සේකා පෙදෙස, කොළඹ 3
04. ආචාර්ය සමන් ප්‍රියන්ත කුමාරවඩු මයා	1043, පොතු ආරාම පාර, මාලූඹේ
05. තෙලිකඩ පල්ලිය ගුරුගේ නන්දසිරි මයා	146/9, කල්දේරා ගාඩ්න්ස්, දුටුගැමුණු විදිය, කළුබෝවිල, දෙහිවල
06. මහාචාර්ය ලොයිඩ් ලක්ෂ්මන් රත්නායක මයා	274A, පරණ කොට්ටාව පාර, ඇඹුල්දෙණිය, උඩහමුල්ල, නුගේගොඩ
07. රත්නායක මුදියන්සේලාගේ කරුණාරත්න මයා	රක්ෂණ මන්දිරය, වොක්ෂෝල් විදිය
08. කාවන්තිස්ස දනුදු වීරවර්ධන මයා	4, 28 වන පටුමග, ඔෆ් ෆලවර් පාර, කොළඹ 07
09. නිලිණ් බණ්ඩාර තෙන්නකෝන් මිය	6, සුදුහුම් පොළ, නුවර
10. රංජිත් තේනුවර ද සිල්වා මයා	93, 5 වන මාවත, සිද්ධමුල්ල
11. තිලාන් මන්ජිත් විජේසිංහ මයා	29/8, ගිල්ඩ් ෆෝඩ් ක්‍රේසන්ට්, කොළඹ 07

මහජනලාභී භාර අරමුදල සහ ශ්‍රී ලංකා තොරතුරු තාක්ෂණ ආයතනය අතර 2003 මාර්තු 19 දින එළඹී ගිවිසුම

ප්‍රකාරව 2003 සිට 2017 වර්ෂය දක්වා ලැබිය යුතු වූ ආදායම


<u>වර්ෂය</u>	<u>රුපියල්</u>
2003	19,780,747
2004	18,842,225
2005	12,670,397
2006	11,710,101
2007	5,677,902
2008	46,933,121
2009	105,149,355
2010	144,387,252
2011	142,812,902
2012	166,562,737
2013	198,920,721
2014	192,475,789
2015	135,694,625
2016	257,157,658
2017	<u>387,009,649</u>
2006 සිට 2017 දක්වා ලැබී තිබූ කුලිය	1, 845, 785, 181
	200,290,945
ලැබිය යුතු වූ හිඟ ආදායම	<u><u>1645,494,236</u></u>

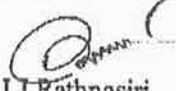
Financial Statements 2014


MAHAPOLA HIGHER EDUCATION SCHOLARSHIP TRUST FUND
BALANCE SHEET AS AT 31ST DECEMBER 2014

	NOTES	31/12/2014		31/12/2013
			Rs	Rs
ASSETS				
Non - Current Assets				
Property, Plant & Equipment	01			16,710,065.50
Sri Lanka Institute of Information Technology (pvt)Ltd	Sub-02	373,577,392.83		373,577,392.83
National Wealth Corporation	3	200,000,000.00		200,000,000.00
Development Lotteries Board		2,200,000.00		2,200,000.00
				<u>575,777,392.83</u>
Mahapola Portfolio at NWCL	02	6,530,353,720.16		5,860,541,686.16
School Development Fund Deposit	Sub-03	321,000,000.00		321,000,000.00
Deposits	Sub-03	1,512,657,931.43		1,065,395,666.48
				<u>7,246,937,352.64</u>
Cost of Capital(interest)of Investments	Sub-02			64,270,420.00
Current Assets				
Debtors	04	237,044,096.81		308,708,830.04
Interest Receivable	05	796,749,755.61		762,477,032.71
Cash & Cash Equivalents		(11,440,401.84)		28,750,401.48
				<u>1,099,936,264.23</u>
Total Assets				<u>9,003,631,495.20</u>
Liabilities				
Non- Current Liabilities				
Accumulated Fund		8,999,284,068.39		7,919,606,236.08
Net Surplus		961,590,743.30		1,079,677,832.31
				<u>8,999,284,068.39</u>
Current Liabilities				
Creditors	07	2,175,528.25		1,932,025.75
Provisions	08	75,868,950.65		2,415,401.06
				<u>4,347,426.81</u>
Total Liabilities				<u>9,003,631,495.20</u>

The Accounting Policies on Pages 11 to 13, Notes on pages on 4 to 8 & Sub Notes 9 to 10 from an integral part of these Financial Statements. The members of the Mahapola Higher Education Scholarship Trust Fund are responsible for the preparation & presentation of these Financial Statements. These Financial Statements were approved by the Board of Trustees of the Mahapola Higher Education Scholarship Trust Fund.


M.P. Bandara
Director
Mahapola Higher
Education
Scholarship Trust Fund


J.J. Rathnasiri
Secretary of Ministry of Higher Education &
Cultural Affairs & Member of the Board of
Trustee Mahapola Higher Education Scholarship
Trust Fund

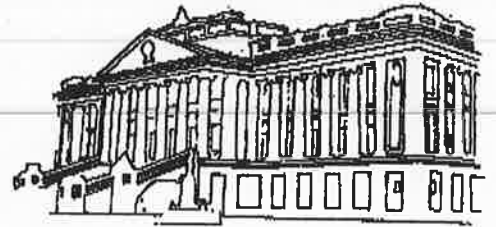

S.V.D. Kesarralal Gunasekara
Member of the Board of
Trustee Mahapola Higher
Education Scholarship
Trust Fund

ඇමුණුම 36

	2012	2013	2014	2015	2016	2017	එකතුව
	රු.	රු.	රු.	රු.	රු.	රු.	රු.
සංවර්ධන ලොකර්ශී							
මණ්ඩලයේ ගිණුම් අනුව	1,894,378,643	2,026,438,341	2,068,349,525	1,727,063,739	1,783,386,637	501,705,241	10,001,322,126
අතිරික්තය							
හාර අරමුදලට හිමි ලාභ කොටස	947,189,322	1,013,219,171	1,034,174,762	863,531,869	891,693,318	250,852,620	5,000,661,062
(-) උසස් පෙළ සිසුන් සඳහා ලබා දී ඇති ශිෂ්‍යත්ව වටිනාකම	51,223,519	55,172,000	55,387,000	43,926,525	62,933,735	85,023,000	353,665,779
(+) උසස් පෙළ සිසුන් සඳහා ලබා දී ඇති ශිෂ්‍යත්ව වටිනාකම ආපසු ලැබීම	967,800	357,000	228,000	138,000	229,500	985,500	2,905,800
ජනාධිපති අරමුදලෙන් හාර අරමුදල වෙත ලැබිය යුතු ලාභ කොටස	896,933,603	958,404,171	979,015,762	819,743,344	828,989,083	166,815,120	4,649,901,083
ජනාධිපති අරමුදල විසින් හාර අරමුදල වෙත එවන ලද ලාභ කොටස	734,128,030	896,255,500	897,768,399	735,754,719	767,593,833	102,164,345	4,133,464,826
ජනාධිපති අරමුදලෙන් හාර අරමුදල වෙත ලැබිය යුතු හිමි මුදල	162,805,573	62,148,671	81,247,363	83,988,625	61,595,250	64,650,775	516,436,257



ජනාධිපති කාර්යාලය
சனாதிபதி அலுவலகம்
PRESIDENTIAL SECRETARIAT



මගේ අංකය : PF/2/129

ඔබේ අංකය : විආර්ථි/ජ/පිඑස්/4/18/INFO/01

2018 ඔක්තෝබර් මස 04 දින

සහකාර විගණකාධිපති
 සහකාර විගණකාධිපති කාර්යාලය
 මහා භාණ්ඩාගාරය
 කොළඹ 01.



විගණනය සඳහා තොරතුරු ලබා ගැනීම

උක්ත කාරණය සම්බන්ධයෙන් ඔබේ අංක TRE/A/PF/4/18/INFO/01 දරණ 2018.10.02 දිනැති ලිපිය හා බැඳේ.

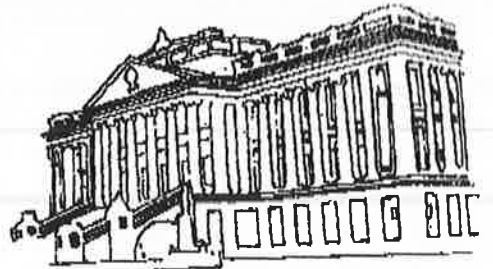
යොමු ලිපියෙන් අපේක්ෂිත පරිදි ජනාධිපති අරමුදල විසින් උසස්පෙළ සිසුන් සඳහා ලබාදෙන ශිෂ්‍යාධාර මුදල් සම්බන්ධ තොරතුරු 2018.10.05 දිනැති අංක PF/2/129 දරණ ලිපිය මගින් ඔබ වෙත එවා ඇති අතර, එහි ශිෂ්‍යාධාර සඳහා මහජන අරමුදලෙන් සිදු කරන ලද දායකත්වය (50%) 2012 සිට 2017 දක්වා පහත පරිදි සංශෝධනය විය යුතු බව කාරුණිකව දන්වමි.

වර්ෂය	වටිනාකම
2012	49,485,000.00
2013	54,672,000.00
2014	54,285,000.00
2015	43,785,000.00
2016	62,933,735.00
2017	85,023,000.00

ප.පී.එස්. ජයසිංහ
 ප්‍රධාන ගණකාධිකාරී - ජනාධිපති අරමුදල
 ජනාධිපති ලේකම් වෙනුවට



ජනාධිපති කාර්යාලය சனாதிபதி அலுவலகம் PRESIDENTIAL SECRETARIAT



මගේ අංකය : PF/2/129

ඔබේ අංකය : විදාර්ථ/ජී/පීඑල්/4/18/INFO/01

2018 ඔක්තෝබර් මස 05 දින

සහකාර විගණකාධිපති
සහකාර විගණකාධිපති කාර්යාලය
මහා භාණ්ඩාගාරය
කොළඹ 01.

විගණනය සඳහා තොරතුරු ලබා ගැනීම

උක්ත කාරණය සම්බන්ධයෙන්වූ ඔබේ අංක TRE/A/PF/4/18/INFO/01 දරණ 2018.10.02 දිනැති ලිපිය හා බැඳේ.

යොමු ලිපියෙන් අපේක්ෂිත පරිදි ජනාධිපති අරමුදල විසින් උසස්පෙළ සිසුන් සඳහා ලබාදෙන ශිෂ්‍යාධාර මුදල් සම්බන්ධ තොරතුරු මේ සමඟ අමුණා අවශ්‍ය කටයුතු සඳහා ඔබ වෙත එවමි.

ජී.පී.එස් ධර්මසිරි
ප්‍රධාන ගණකාධිකාරී - ජනාධිපති අරමුදල
ජනාධිපති ලේකම් වෙනුවට



ගාලු මුවදොර, කොළඹ 01 காலி முகத்தி. கොழும்பு 01 Galle Face, Colombo 01	දුරකථන தொலைபேசி Telephones	} 011 2354354 } 011 4354354	ෆැක්ස් தொலைநகல் Fax	} 011 2340340	ඉ-මේල් இ-அஞ்சல் e-mail	} ps@presidentsoffice.lk
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	2012	2013	2014	2015	2016	2017
වර්ෂය තුළ ලබාදුන් මුළු ශිෂ්‍යාධාර මුදල	102,447,038.00	110,344,000.00	110,774,000.00	87,853,050.00	125,867,470.00	170,046,000.00
ශිෂ්‍යාභාර සඳහා මහලොව අරමුදලෙන් සිදුකරන ලද දායකත්වය (50%)	734,128,030.50	896,255,500.00	897,768,399.50	735,754,719.50	767,393,833.00	102,164,345.50
ශිෂ්‍යාධාර ලබා දුන් මුළු ශිෂ්‍ය සංඛ්‍යාව	2010 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2013 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9311 දෙනෙකු සඳහා 2012 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	2011 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2014 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9166 දෙනෙකු සඳහා 2013 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	2012 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2015 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9315 දෙනෙකු සඳහා 2014 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	2013 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2016 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9595 දෙනෙකු සඳහා 2015 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	2014 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2017 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9464 දෙනෙකු සඳහා 2016 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	2015 අ.පො.ස (සා.පෙළ) ප්‍රතිඵල මත 2018 අ.පො.ස (සා.පෙළ) හදාරන ශිෂ්‍යත්වලාභීන් 9165 දෙනෙකු සඳහා 2017 වර්ෂයේදී අනුමැතිය ලබා ගෙන ඇත.					
	* මෙම එක් එක් වර්ෂයන්හි අනුමත වූ ශිෂ්‍යාධාර වසර දෙනකුදී වාර්ෂික වශයෙන් ගෙවීම් කරනු ලැබේ.					

අමුණුම 37

ආදායම -

ජනාධිපති අරමුදල විසින් සංවර්ධන ලොකරැසී මණ්ඩලයෙන් ලද ලාභාංශ වලින් අ.පො.ස
(උසස් පෙළ) සිසුන්ට ලබාදුන් ශිෂ්‍යාංශ

<u>වර්ෂය</u>	<u>මුදල</u>
2007	14,734,500.00
2008	නැත
2009	නැත
2010	24,654,000.00
2011	46,813,796.80
2012	49,485,000.00
2013	53,704,200.00
2014	54,285,000.00
2015	43,785,000.00
2016	62,933,735.00
2017	85,023,000.00
එකතුව	<u>435,418,231.80</u>

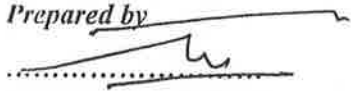
Malapala Higher Education Scholarship Trust Fund
Summary of Income & Expenses
For the Period 01-Jan-2017 to 31-Dec-2017

Description	Amount (Rs.)
Net Income (Note 1)	929,603,400
Less	
Bank Charges	(57,000)
Custodial Charges	(1,144,133)
Income Before Management Fee	928,402,267
Less	
Management Fee	(12,458,787)
VAT on Management Fee	(1,906,957)
PIB on Management Fee	(254,261)
Net Income After Management Fee	913,782,262

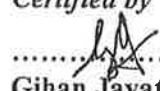
Note 1 (Net Income)

Interest Income on Treasury Bills and Treasury Bonds	580,823,177
Realized Capital Gain	72,873,096
Unrealized Capital Gain	13,290,075
Fixed Deposits Interest Income	28,829,462
Accrued Interest - Debentures	140,315,773
Accrued Interest - Assets Back Trust Certificates	23,651,214
Accrued Interest - Commercial Papers	83,150,430
Net Interest Expenses (Repo)	(13,329,828)
	<u>929,603,400</u>

Prepared by


 I.C. Achan Chandula
 Manager - Finance
 National Wealth Corporation Limited.

Certified by


 Gihan Jayatilleke
 Group Chief Executive Officer
 National Wealth Corporation Limited.



මහලු ලොකරැයිය ක්‍රියාත්මක කිරීම තුළින් භාර අරමුදලට අහිමි වූ ආදායම

දෙවන වසර

		රු.	රු.
2 වන කාර්තුව	2015/05/05 - 2015/08/15	125,000.00	} 375,000,000.00
3 වන කාර්තුව	2015/08/06 - 2015/11/06	125,000.00	
4 වන කාර්තුව	2015/11/07 - 2016/02/07	125,000.00	

තෙවන වසර

1 වන කාර්තුව	2016/02/08 - 2016/05/08	125,000.00	} 298,913,043.00
2 වන කාර්තුව	2016/05/09 - 2016/08/09	125,000.00	
08/11 සිට 2016/09/15	$125,000,000 \times 36/92$		} 48,913,043.00
	<u>48,913,043.00</u>	48,913,043.00	

673,913,043.00

Mahapola Scholarship Trust Fund Board Meeting Dat Summary of the Board Meeting Held Dates Since 1981

Meeting No	Held Date
1	19.06.1981
2	10.07.1981
3	29.07.1981
4	05.10.1981
5	19.10.1981
6	27.10.1981
7	01.02.1982
8	18.10.1982
9	27.01.1984
10	24.12.1984
11	30.07.1985
12	09.01.1986
13	11.11.1986
14	24.09.1987
15	05.01.1988
16	23.05.1989
17	31.10.1989
18	06.03.1990
19	27.06.1990
20	27.11.1990
21	29.11.1991
22	27.02.1992
23	28.07.1992
24	17.03.1993
25	12.10.1993
26	29.03.1994
27	07.03.1995
28	20.09.1995
29	18.04.1996
30	07.02.1997
31	27.03.1998
32	21.05.1999
33	02.09.1999
34	29.05.2000
35	06.09.2000
36	10.05.2001
37	13.03.2002
38	20.08.2002
39	05.02.2003
40	22.05.2003
41	20.01.2004

42	31.03.2004
43	20.05.2004
44	12.07.2004
45	03.02.2005
46	✓ 18.07.2005
47	08.01.2007
48	23.05.2008
49	10.10.2008
50	23.09.2009
51	12.11.2010
52	08.12.2011
53	12.07.2012
54	31.12.2012
55	19.03.2015
56	29.04.2015
57	21.07.2015
58	02.10.2015
59	26.11.2015
60	04.04.2016
61	06.06.2016
62	21.11.2016
63	22.12.2016
64	15.06.2017
✓ 65	10.10.2017
66	05.12.2017
67	05.03.2018
68	13.07.2018
69	30.07.2018
70	31.08.2018
71	28.09.2018

not an ADVANCE capital contribution

Mahapola Scholarship Trust Fund

Summary of the Board Meeting Held Since 1981 to 2018

Meetings No	Year	No of Meetings
1-6	1981	6
7-8	1982	2
9-10	1984	2
11	1985	1
12-13	1986	2
14	1987	1
15	1988	1
16-17	1989	2
18-20	1990	3
21	1991	1
22	1992	2
24-25	1993	2
26	1994	1
27-28	1995	2
29	1996	1
30	1997	1
31	1998	1
32-33	1999	2
34-35	2000	2
36	2001	1
37-38	2002	2
39-40	2003	2
41-44	2004	4
45-46	2005	2
47	2007	1
48-49	2008	2
50	2009	1
51	2010	1
52	2011	1
53-54	2012	2
55-59	2015	5
60-63	2016	4
64-66	2017	3
67-71	2018	5 (Up to Sep-2018)

Mahapola Scholarship Trust Fun Board Of Trustees Since Beginni

Board Of Trustees -from 1981 to 1982

Name
Hon.N.D.M.Samarakoon
Mr.V.Sivasupramaniam
Hon.Lalith Athulathmudali
Mrs.J.Ismail
Dr.Stanley Kalpage
Mr.Eric J. De Silva
Mr.W.L.P. De Mel

Board Of Trustees -from 1983 to 1987

Name
Hon.N.D.M.Samarakoon
Mr.V.Sivasupramaniam
Hon.Lalith Athulathmudali
Mrs.J.Ismail
Dr.Stanley Kalpage
Mr.E.L.Wijamanne
Mr.W.L.P. De Mel

Board Of Trustees -from 1988 to 1989

Name
Hon.Parinda Ranasinghe
Hon.Lalith Athulathmudali
Hon.A.R.Munsoor
Mr.A.R.M.Jayawardana
Mr.Walter Ladduwahetty
Mr.Harsha Wickramasinghe
Dr.A.Kandiah

Board Of Trustees in 1990
