



## **Terms and Conditions for the Award of Scholarship**

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The following are the terms & conditions of the award of scholarship and the acceptance of the award is an acknowledgement of these obligations:

- i. An awardee will not change the course of study specified in the letter of award without obtaining prior approval of the Executive Director, Higher Education Commission.
- ii. An awardee is not to hold any other scholarship/stipend during this scholarship period of his/her study.
- iii. A change of university/institute during the study will only be admissible with the prior approval of the Executive Director, Higher Education Commission.
- iv. An awardee would obtain leave from his employer to join the institution of his study on full-time basis.
- v. An awardee is required to execute a bond with the university/institution of his employment to serve his parent department for 5 years subsequent to the award of the Degree.
- vi. An awardee shall sign an agreement with the Higher Education Commission (HEC) on behalf of the HEC on non-judicial (stamp) paper to the effect that in case the awardee fails to complete his/her study, he/she will refund to the HEC the total amount spent on his/her studies by the HEC. The format of the agreement is enclosed as a specimen.
- vii. In addition, a personal guarantee of a person of means on non-judicial (stamp) paper to the effect of ensuring the recovery in case of default would need to be furnished. Specimen is attached.
- viii. Every document i.e. Deed of Agreement, Guarantee to HEC and Certification of Financial Soundness must be properly notarized, that means the document must be registered by the Notary Public maintained by him as Notary register and the signatures of the executant must be obtained on the register and the number of the registration must be mentioned along with the notarial stamp.

*SPECIMEN (3 pages)*  
*(To be executed on Rs. 50 non-judicial stamp paper)*

**DEED OF AGREEMENT  
FOR UNDERTAKING A COURSE OF STUDIES  
SCHOLARSHIP UNDER (OVERSEAS SCHOLARSHIP FOR MS/MPhil LEADING PHD IN  
SELECTED FIELDS PHASE-II)**

This agreement is made, on the .....day of.....2010, between Mr. / Ms.  
.....son / daughter of  
.....hereby called the Scholar on the one part; and Higher Education  
Commission through the authorized officer in the HEC, hereinafter called the HEC on the other part.

WHEREAS Mr. / Ms. ....has been selected by the Higher Education  
Commission for the award of Scholarship for PhD studies under the Scheme "**Overseas Scholarship  
for MS/MPhil leading to PhD in Selected Fields Phase-II**" and the Scholar has agreed to accept the  
same on the terms and conditions governing this scholarship award.

Now this deed witnesses as under:

- 1- The scholarship award is initially valid for a period of one year and would be extendable periodically to a maximum of **4 years in case of Masters leading to PhD, while in case of PhD up to 3 years only**, subject to the satisfactory performance of his studies.
- 2- The payment of allowances admissible under the scholarship program shall be made subject to the complete adherence to all rules and regulations governing the scholarship program as well as satisfactory performance in the authorized studies.
- 3- The scholar shall not change the specified course of studies nor register himself/herself for any other course or program without prior approval of the HEC.
- 4- The scholar will not apply for immigration / citizenship to any country.
- 5- The scholar shall not extend the specified period of studies without prior approval of the HEC.
- 6- The scholar shall not undertake employment whether paid or otherwise without approval of the HEC during his/her course of studies abroad.
- 7- The scholar shall refrain from engaging himself/herself in any political, commercial or any other activity incompatible with his/her program of studies abroad.
- 8- All visits outside the country of study for academic or other reasons will require approval of HEC.
- 9- In case the scholar fails to qualify the course for which he/she was awarded Scholarship, the HEC reserves the right to recover entire expenditure inclusive of travel cost from the Scholars or his Guarantor and it will not be challenged in any court of law or forum.
- 10- The scholar shall return to Pakistan immediately after the completion of the approved course for which he/she was sent abroad, and shall serve in Pakistan/his parent department for a period of five years as may be prescribed.

- 11- On return to Pakistan after completing the study program, the scholar will seek approval from HEC for all visits outside Pakistan during the bond period.
- 12- The Scholar will have to comply with instructions given by HEC from time to time and these instructions would be deemed as part of this agreement.
- 13- The scholars shall contact HEC immediately after his/her return to Pakistan and would inform about his/her employment/posting with date of joining. However scholars shall be encouraged to obtain Research Assistantship support from their respective universities and other international funding bodies, and if they manage to secure independent financial support to their PhD program then the bond period on return to Pakistan would be reduced from five to three years adjusted accordingly. All beneficiaries of this scholarship scheme would be required to serve Pakistan for at least three years.
- 14- During his/her studies, the scholar shall fully observe the national and local laws of the country for which scholarship has been awarded; and would strictly follow the rules and regulations of the university / institution where the scholar is enrolled for studies.
- 15- The scholar shall not incur any debts during his/her stay abroad and will clear all outstanding bills before leaving the country of study/training/research.
- 16- The scholar shall regularly submit the quarterly / six monthly progress reports on his/her assigned Program through the academic supervisor abroad to the Higher Education Commission and a final comprehensive report immediately on completion of the study/training/research.
- 17- Scholar will be bound to provide copies of passport on the demand of HEC at any time during the study abroad and his bond period at Pakistan. After completion of study program he will immediately return back to Pakistan and report to HEC quarterly about his whereabouts.
- 18- All terms and conditions mentioned in the award letter of the Scholar would be deemed as part of this agreement
- 19- The Scholar will be liable o disciplinary action as follows:
  - a) If he/she fails to avail of the award without any cogent reason acceptable to HEC/Government of Pakistan, he/she will be debarred from further study/training/research abroad under any Scholarship Program. If any financial loss is sustained as a result of his/her failing thus to avail the award, he/she will be held responsible therefore and liable to make good the same, apart from being liable to any penalty to be imposed by the Commission in this behalf.
  - b) If he/she fails to comply with the instructions/orders of HEC for proceeding abroad without any cogent reason acceptable to HEC, he/she will be liable to reimburse the Commission, on demand, the amount of passage money spent either by the country to be visited or HEC or both, in connection with his/her scheduled visit abroad.
  - c) If he/she fails to obey or act in accordance with HEC's order directing him/her to return to Pakistan, he/she will be liable to action under the acts/rules in force in Pakistan impounding or confiscating passports.
  - d) If he/she violates any condition laid down in the Bond for studies/training abroad under the Scholarships Program, he/she will be liable to pay the penalty as prescribed therein.
  - e) If he/she leaves the proposed studies without any cogent reason.

20- The scholar is liable to disqualification from foreign training or such other disciplinary action as HEC may consider appropriate, if:

- i) He / She violates any of the foregoing conditions, or
- ii) He / She is found to have made any misstatement therein before.

AND THE SCHOLAR FURTHER COVENANTS, that in case of breach of any of the above terms and conditions as well as the rules / terms and conditions those governing scholarship award and / or his / her failure to return to and serve in Pakistan as directed by the HEC for the specified period, the scholar shall be bound to pay the HEC a penalty as prescribed by the HEC besides compensate the HEC by making a refund of the total amount of expenditure including travel cost, tuition fee, stipend, health insurance, administrative cost etc. incurred on him / her in Pakistan Rupees and in foreign currency. The amount of penalty and the compensation as prescribed and assessed by the HEC shall be final and conclusive and will not be challenged in any court of law or forum.

IN WITNESS WHEREOF, the parties aforementioned have signed this deed in token of acceptance thereof.

Dealing Officer of HEC  
(Authorized Officer)

Signature:.....

STAMP:

Witness No.1

Signature \_\_\_\_\_

a) Name: \_\_\_\_\_

b) Designation \_\_\_\_\_

**(Official Stamp in case of Gazzeted Officer)**

c) Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scholar / Awardee

.....  
Signature of Candidate

Full Name: .....

Designation: .....

N. I. Card No: .....

Present Phone No: .....

Address: .....

Dated: .....

Witness No.2

Signature: \_\_\_\_\_

a) Name: \_\_\_\_\_

b) Designation \_\_\_\_\_

**(Official Stamp in case of Gazzeted Officer)**

c) Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*SPECIMEN (1 page)*  
*(To be executed on Rs. 15 non-judicial stamp paper)*

**GUARANTEE TO THE HIGHER EDUCATION COMMISSION**  
*(Part of the Undertaking)*

I,.....son/daughter  
(Surety/Guarantor)

of..... do hereby stand guarantor for the scholar..... and guarantee the payment of any such sum as penalty and compensation as prescribed and assessed by the Higher Education Commission which the above scholar may be called upon to pay to HEC for the breach of any of the terms and conditions of the agreement executed in favor of HEC as well as those governing "OVERSEAS SCHOLARSHIP SCHEME FOR MS/MPHIL LEADING TO PhD IN SELECTED FIELDS (PHASE-II)" award and I hereby undertake to pay the total sum on demand in the event of the scholar making a default in the payment of the sum.

Signature:.....

(Surety/Guarantor)

Name:.....

N.I Card No.....

Present Address:.....

.....

Permanent Address:.....

.....

WITNESS 1

Signature:.....

Name:.....

N.I Card No.....

Address:.....

.....

(Attested by Judicial Magistrate)

STAMP

WITNESS 2

Signature:.....

Name:.....

N.I Card No.....

Address:.....

.....

Signature:.....

Name:.....

Address:.....

*SPECIMEN (1 page)*  
(To be executed on Rs. 30.00 non-judicial stamp paper)

**CERTIFICATION TO THE FINANCIAL SOUNDNESS  
OF  
SURETY/GUARANTOR BY A GOVERNMENT OFFICER**

Certified that I, Mr/ Ms.....  
N.I. Card No.....  
Resident of ..... and working  
in ..... as .....know  
Mr./Ms.....

(Surety/Guarantor)

Son/daughter of.....

Who has stood surety/guarantee to The Higher Education Commission on behalf of

Mr./Ms.....as Scholar in the field of  
(Overseas Scholarship Scheme for MS/MPhil leading to PhD in Selected Fields, Phase-II ) and  
that Mr./Ms.....

(Surety/Guarantor)

possesses financially sound position and is capable of paying a sum equal to the expenditure  
incurred by the Higher Education Commission on the studies of  
Mr./Ms.....

(Name of Scholar)

under the "OVERSEAS SCHOLARSHIP SCHEME FOR MS/MPHIL LEADING TO PH.D IN  
SELECTED FIELDS (PHASE-II)" in case of default by him/her.

Signature & Designation:.....  
Official Stamp Present Address:.....  
.....  
Permanent Address:.....

*SPECIMEN (2 pages)*  
*(To be executed on Rs. 60 non-judicial stamp paper)*

**SURETY BOND FOR UNDERTAKING STUDIES/TRAINING ABROAD**

Know all men by these presents that we (1) Mr. \_\_\_\_\_ S/o \_\_\_\_\_ of the permanent address \_\_\_\_\_ (herein-after called the scholar) and (2) Mr. \_\_\_\_\_ S/o \_\_\_\_\_ of the permanent address \_\_\_\_\_,

(herein after called the surety) are held and firmly bound up to the president of Pakistan, (herein after called the President) through Higher Education Commission, for all moneys, charges, costs and expenses as may be determined by the President as having been incurred on or in respect of the trainee's studies/training which amount will not question to be paid to the President, his successors in office or assigns for which payment well and truly to be made, we hereby bind ourselves, each of us, our and each of our heirs, executors administrators jointly and severally.

Signed and delivered this on \_\_\_\_\_.

Signature \_\_\_\_\_  
(Scholar)

Full Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_  
(Surety)

Full Name \_\_\_\_\_

Address \_\_\_\_\_

WHEREAS on his/her request the President has selected the trainee for studies/training in PhD under the "Overseas scholarship for MS/MPhil leading to PhD in selected fields (Phase-II)" now the condition of above-written bond is that if the trainee shall successfully complete his studies/training, and shall return to Pakistan immediately afterwards and serve within Pakistan for a minimum period of five years as may be directed by the Federal Government through the Higher Education Commission and not seek employment outside Pakistan without the prior approval of the Federal Government through Higher Education Commission when the above written bond shall be void and of no effect, otherwise it shall be and remain in full force and virtue.

Signed jointly by each of us this on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the presence of the following witnesses:

**Witnesses**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_ S/o \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_ S/o \_\_\_\_\_  
Address \_\_\_\_\_

Presented for registration this Surety Bond by \_\_\_\_\_ S/o \_\_\_\_\_  
permanent resident of \_\_\_\_\_ before me, at the office of Joint/Sub Registrar  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, between the hours \_\_\_\_\_ to \_\_\_\_\_

Executant (Scholar) Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
NIC: \_\_\_\_\_

Executant (Surety) Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
NIC: \_\_\_\_\_

**Joint/Sub Registrar**

Execution and completion of this deed has been admitted by the said Executant, who hereby undertake to **abide by** and subscribe to all the terms and conditions set forth in the body of this Surety Bond. The Executant is identified by M/S:

Witnesses

1. \_\_\_\_\_  
\_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
NIC: \_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_  
NIC: \_\_\_\_\_

The witnesses are relied upon.

Executant \_\_\_\_\_

**Joint/Sub Registrar**

**CERTIFICATE**

Registered at No: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010 and its duplicate copy pasted in the additional Book No: \_\_\_\_\_ Volume No: \_\_\_\_\_ on Pages \_\_\_\_\_ to \_\_\_\_\_.

The Executant and the witnesses have set their hands in my presence.

**Joint/Sub Registrar**

*SPECIMEN (1 page)*

(To be executed on Rs. 30.00 non-judicial stamp paper)

**(Please include attested photocopies of Immovable Property)**

**DECLARATION OF ASSETS IN RESPECT OF**

(.....)

(Guarantor/Surety/Scholar)

S.No.	Name of Property	Location/Address	Approx. Value
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Signature:.....  
 Name:.....  
 Address:.....  
 .....

Verified by  
Officer Stamp

Signature:.....  
 Name:.....  
 (Class-I Gazetted Officer)

Counter Signed by  
Official Stamp

Signature:.....  
 Name:.....  
 (Judicial Magistrate)

The value of the property is authenticated and it is without any encumbrance.

Signature:.....  
 Name:.....  
 (Tehsildar / Notary Public)

**UNDERTAKING FOR CONTINUATION TO PhD**

**(To be executed on Rs. 30/- non-judicial paper)**

I .....s/o.....do hereby affirm that after completion of my MPhil/Masters in..... from ..... University ,will take admission in PhD. In case I am unable to secure admission in same University, I will be liable to payback all study expenditures with penalty described by HEC without any justification and I will not challenge the same in any court of law or forum" .

Scholar / Awardee

.....  
Signature of Candidate

Full Name: .....  
Designation: .....  
N. I. Card No: .....  
Present Phone No: .....  
Address: .....  
Dated: .....

Witness No.1  
Signature \_\_\_\_\_  
a) Name \_\_\_\_\_  
b) Designation \_\_\_\_\_  
**(Official Stamp in case of Gazzeted Officer)**

Witness No.2  
Signature: \_\_\_\_\_  
a) Name: \_\_\_\_\_  
b) Designation \_\_\_\_\_  
**(Official Stamp in case of Gazzeted Officer)**

Verified by  
Officer Stamp

Signature:.....  
Name:.....  
**(Class-I Gazetted Officer)**

Counter Signed by  
Official Stamp

Signature:.....  
Name:.....  
**(Judicial Magistrate)**