



General Instructions for execution of Legal Bond

Scholars are required to execute the following documents on the non-judicial stamp paper duly notarized by Notary public and relevant authorities like Joint/Sub Registrar, Judicial Magistrate etc. as described on each document. Notarized means that 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 registration number must be mentioned along with the notarial stamp as per specimen attached.

- a) **Deed of Agreement** (Annex-I) is required for undertaking a course of studies under Overseas Scholarship Program in Selected Fields.
- b) **Guarantee to the Higher Education Commission** (Annex-II) Personal Guarantee is required having immovable property worth at least Rs. 6 million.
- c) **Certification to the Financial Soundness of the Guarantor** / Scholar by a Government Officer) (Annex-III)
- d) **Surety Bond** ((Annex-IV) for Undertaking Studies/Training Abroad must be registered by the Sub-registrar/Joint Registrar
- e) **Declaration of Assets** (Annex-V) Property must be declared at least Rs. 6 million along with notarized photocopies of documents of immovable property.

Note: Attested photocopies of ID Cards (scholar, witnesses & guarantor mentioned in legal documents) by Gazzeted officer must be attached with the above mentioned documents.

(Annex-I)

To be executed on the non-judicial stamp paper of worth Rs. 20/- (each page)

DEED OF AGREEMENT

HIGHER EDUCATION COMMISSION, PAKISTAN (HEC)

“OVERSEAS SCHOLARSHIPS FOR PHD IN SELECTED FIELDS PHASE-III”

This agreement is made on the _____ day of _____ at
Islamabad

KNOW ALL MEN BY THESE PRESENTS;

Higher Education Commission (HEC, Islamabad)

&

I son/
daughter/wife of holding CNIC No.:
..... Permanent resident of: House No.:....., Street
No.:....., Mohallah:....., Post Office:
....., Tehsil:,
District:....., Province:,
Pakistan, Presently resident of: House No.:....., Street No.:.....,
Mohallah:....., Post Office:,
Tehsil:, District:.....,
Province:, Pakistan, Contact No:,
Email: **(hereinafter called the Scholar)**

&

I/we son/
daughter/wife of holding CNIC No.:
..... Permanent resident of: House No.:....., Street
No.:....., Mohallah:....., Post Office:
....., Tehsil:,
District:....., Province:
....., Pakistan, Presently resident of: House No.:.....,
Street No.:....., Mohallah:....., Post Office:
....., Tehsil:,
District:....., Province:
....., Pakistan, Contact No:,
Email: **(hereinafter called the Guarantor/Surety)**
do hereby depose and say:

WHEREAS the scholar has been selected by **Higher Education Commission, Pakistan (HEC)** on his/her request for the award of Scholarship for **PhD studies**

(only) under the Scheme **“Overseas Scholarships for PhD in selected fields-Phase-III”**, now the Scholar & Guarantor/Surety agreed to accept the same on the following terms & conditions governing this scholarship award to their extent:

- 1) The scholarship award is initially valid for a period of one year and would be extendable periodically to a maximum up to 3 years only, subject to the satisfactory performance of your studies; however, scholarship can be extended up to fourth year on case to case basis on strong endorsement of supervisor and HEC agrees to it. Any additional impact beyond this duration would be borne by the scholar himself/herself.
- 2) That the payment of allowances admissible under the said scholarship program shall be made subject to the complete adherence to all rules and regulations governing the said scholarship program as well as satisfactory performance in the authorized studies.
- 3) That the scholar shall not change the specified course of studies or supervisor nor register himself/herself for any other course or program without prior approval of the HEC.
- 4) That the scholar shall not avail any other scholarship program during the said scholarship program.
- 5) That the scholar shall not avail or apply for immigration /citizenship or permanent residence to any country during period of studies & service/employment under bond period.
- 6) That the scholar shall not take interruption or extend the specified period of studies without prior approval of the HEC.
- 7) That the scholar shall not undertake employment whether paid or otherwise during course of studies.
- 8) That the scholar shall not visit outside the country of study for academic or other reasons without prior approval of HEC during bond period.
- 9) That the scholar shall not discontinue/quit the course of studies at his/her own, for which he/she was awarded Scholarship.
- 10) That the scholar shall maintain the required standard and qualify the course/degree for which he/she was awarded Scholarship. In case the scholar fails to qualify the course/degree of study for which he/she was awarded scholarship, HEC reserve the right to recover the total amount of expenditure from the scholar/guarantor, along with penalty as prescribed by HEC.

- 11) That the scholar shall comply the instruction(s) given by HEC regarding leave policy and the HEC reserves the right to deduct stipend, allowance(s) etc. in case of non-compliance of leave policy/instruction(s).
- 12) That in case, the scholar manage/secure independent financial support to course of study from their respective universities or other international funding bodies etc., the HEC shall not bear any financial liability (stipend, tuition fee, return ticket and others etc. during external funding period). However, if the scholar managed to secure funding for complete PhD program, then the bond period on return to Pakistan may be reduced from 5(five) to 3(three) years to serve in Pakistan accordingly.
- 13) That the scholar shall regularly submit the quarterly / biannually / annually progress reports through the supervisor/university/institute to the HEC and a final comprehensive report immediately on completion of the study/training/research.
- 14) That the scholar shall authorize the HEC to approach the concerned University/Institute/Supervisor/Embassy/Agency etc. to acquire any type of information as required.
- 15) That the scholar shall fully obey the national and local laws of the country for which scholarship has been awarded and shall strictly follow the rules & regulations of the university / institution where the scholar is enrolled for studies under said scholarship program.
- 16) That the scholar shall not incur any debts during scholarship period and will clear all outstanding bill(s) before leaving the country of study/training/research.
- 17) That the scholar shall not enrolled or register in Post Doctorate or any other program after the completion of PhD.
- 18) That the scholar authorize and agree to proceed for cancelation of his/her VISA and Passport by HEC, in case of any violation of this deed of Agreement.
- 19) That the scholar shall be bound to provide copies of credentials, all passport pages or any other documents on the demand of HEC at any time during & after the course of study and service/employment period at Pakistan.
- 20) That the scholar shall return to Pakistan **immediately** within 1(One) month, after thesis defense and report to HEC in person along with required documents in respect of completion of course of study.

- 21) That the scholar shall be liable to action under the law in force in Pakistan impounding or confiscating passports in case of failure to obey or act according to instruction(s) / order(s) of HEC about to return back Pakistan.
- 22) That the scholar shall serve in Pakistan, either in parent department or other organization preferably in any University/R&D organization of Pakistan, for a period of 5(five) consecutive years and report HEC regarding status of employment time to time.
- 23) That the scholar shall seek employment/service in Pakistan after completion of course of study himself/herself and the HEC shall not be responsible for the same.
- 24) That the scholar shall provide joining letter (with date of joining) issued by respective organization and the period of 5(five) consecutive years shall be started from date of joining in respective organization.
- 25) That the scholar shall not visit outside the Pakistan during & before the service/employment period, without the prior approval of HEC and provide all information(s)/document(s) required by HEC.
- 26) That the scholar shall be liable to cancelation/disqualification of scholarship or debarred from foreign study/training/research of any scholarship scheme of HEC or refund of expenditure amount with/without penalty or any other disciplinary action as HEC may consider appropriate if:
 - a) Failed to comply with the instruction(s)/order(s) of HEC.
 - b) Dual Scholarship.
 - c) Any financial loss occurred to HEC due to scholar act(s).
 - d) Misstatement or concealment of facts therein before by the scholar.
 - e) Engaged in any political, commercial or any other activity incompatible with program of studies.
 - f) Commit misbehavior the HEC/University/Institute/Supervisor.
- 27) That all the terms and conditions mentioned in the Award Letter (Provisional and Final) shall be deemed as part of this deed of Agreement.
- 28) That the declaration of assets provided by the guarantor in “Annexure-I” is true, correct and complete and nothing has been concealed therein.
- 29) That in case of breach of any of the above terms & conditions as well as those rules, terms and conditions of governing scholarship award, the scholar & guarantor shall be bound to pay the HEC a penalty up to 25% as prescribed/assessed by the HEC besides compensate the HEC by making a refund of the total amount of expenditure including “Travel Cost, Tuition

Fee, Stipend, Book Allowance, Research Allowance, Health Insurance, Administrative Cost etc.” in same currency incurred on scholar in Pakistani or foreign currency. Moreover, in case of refund in any other currency, exchange rate of the date of credit of amount in HEC account will be considered.

- 30) That the scholar & guarantor both are held firmly bound to HEC for all moneys, charges, costs, expenses and penalty determined/assessed by the HEC as having been incurred on or in respect of PhD studies under the said Scheme, which amount will not question to be paid to the HEC, we hereby bind ourselves, each of us, our and each of our heirs, executors, administrators jointly and severally.
- 31) That the amount of penalty and the compensation as prescribed and assessed by the HEC shall be final and conclusive.
- 32) That the guarantor is bound to provide the list of his legal heirs at the time of submitting the guarantee.
- 33) That all instruction(s), order(s), letter(s), email(s), notice(s) and other communication(s) etc. under this Agreement/scholarship award shall be deemed given hereunder when sent by HEC to scholar & guarantor at the following addresses:

To Scholar: _____

Phone Number _____ **Mobile Number:** _____

Email: _____

To Guarantor: _____

Phone Number _____ **Mobile Number:** _____

Email: _____

That this deed of Agreement & scholarship award shall be governed and construed in accordance with the laws of the Islamic Republic of Pakistan. The scholar & guarantor expressly submits and consents to the jurisdiction of civil courts, Islamabad, with respect to any claim or demand upon HEC upon this Agreement hereto.

SIGNED AND DELIVERED this onday of20

Scholar
Full
Name: _____

Guarantor/Surety
Full
Name: _____

Signature & Thumb Impression

Signature & Thumb Impression

Signed jointly by each of us this onday of20

Witness No.1

Witness No.2

Signature:
Full Name:
CNIC No.:
Present Address:
.....
Permanent Address:
.....
Dated:/...../20

Signature:
Full Name:
CNIC No.:
Present Address:
.....
Permanent Address:
.....
Dated:/...../20

Dealing Officer of HEC

Signature _____
Stamp _____

A C K N O W L E D G M E N T

BEFORE ME, a Joint/Sub Registrar for and in _____ (city), this _____ day of _____ 20____, personally appeared and known to me as the same persons who executed the foregoing instrument, they acknowledged before me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals herein represented.

This instrument consists of **08 (Eight)** pages, including this page whereon the Acknowledgment is written, refer to the **“Deed of Agreement”** which has been signed by the **“SCHOLAR & GUARANTOR/SURETY”** together with their instrumental witnesses at the bottom of the instrument thereon.

WITNESS MY HAND AND SEAL on the date and place above-indicated.

Joint/Sub Registrar

CERTIFICATE

Registered at No: _____ on this _____ day of _____ 20____ 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.

(Annex-II)

(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(name of scholar) 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 deed of agreement executed in favor of HEC as well as those governing **“OVERSEAS SCHOLARSHIPS FOR PHD IN SELECTED FIELDS PHASE-III”** 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:.....
CNIC No.....
Present Address:.....
.....

Permanent Address:.....
.....

Mobile Number:.....

WITNESS 1
Signature:.....
Name:.....
CNIC No.....
Address:.....
.....

WITNESS 2
Signature:.....
Name:.....
CNIC No.....
Address:.....

(Attested by Judicial Magistrate)
(STAMP)

SPECIMEN (1 page)

(Annex-III)

(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.....

CNIC No.....

Resident of Mobile

No..... 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 (Scholar Name).....as Scholar in

the field o “OVERSEAS SCHOLARSHIPS FOR PHD IN SELECTED FIELDS PHASE-III” 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 SCHOLARSHIPS FOR PHD IN SELECTED FIELDS PHASE-III” in case of default by him/her.

Name:.....

Designation:.....

Present Address:.....

.....

Permanent Address:.....

Official Stamp

(Annex-IV)

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/guarantor) 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 SCHOLARSHIPS FOR PHD IN SELECTED FIELDS PHASE-III" now the condition of above-written bond is that if the trainee shall successfully complete his studies/training, and shall return to Pakistan immediately after wards 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 _____

Executants

Guarantor _____	Scholar _____
Name: _____	Name: _____
NIC: _____	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. Signature-----

Name _____ S/O _____ R/o _____
_____ NIC: _____

2. Signature-----

Name _____ S/O _____ R/o _____
_____ NIC: _____

The witnesses are relied upon.

Executant Signature _____

Joint/Sub Registrar

CERTIFICATE

Registered at No: _____ on this _____ day of _____ 20 ____ 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

(Annex-V)

SPECIMEN (Page 1)

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

**(Please attach notarized photocopies of Immovable Property)
DECLARATION OF ASSETS IN RESPECT OF**

(.....) (Name of Guarantor/Surety)

S. No.	Name of Property	Location/Address	Approx. Value
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Guarantor / Surety

Signature:.....

Name:.....

Address:.....

Verified by

Name:.....

Signature:.....

Officer Stamp

(Class-I Gazetted Officer)

Counter Signed by

Name:.....

Signature:.....

Official Stamp

(Judicial Magistrate)

The value of property is authenticated and it is without any encumbrance. Moreover, lien of the same in favor of HEC has been recorded.

Signature:.....

Name:.....

(Tehsildar/Notary Public)