

DEED OF UNDERTAKING

HIGHER EDUCATION COMMISSION, PAKISTAN (HEC)

“Human Resource Development Initiative MS Leading to PHD Program of Faculty Development for Universities of Engineering Science and Technology (Phase-1)”

KNOW ALL MEN BY THESE PRESENTS:

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 Scholar)**

and

..... 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 **MS/MPhil**

leading to PhD or PhD studies under the Scheme **“Human Resource Development Initiative MS Leading to PHD Program of Faculty Development for Universities of Engineering Science and Technology (Phase-1)”**, now the Scholar & Guarantor/Surety agreed to accept the same on the following terms & conditions governing this scholarship award to their extent:

- 1) That the scholarship award is **initially valid for a period of 1(One) year** from the date of joining of university and would be extendable periodically to a maximum of 4 years in case of MS-PhD and 3 years in case of PhD. Next year i.e. 5th year extension in case of MS-PhD and 4th year in case of PhD will be allowed on case to case basis upon recommendation of supervisor, dealing agency (if any) and HEC if agrees to it. Any additional impact beyond this duration would be borne by myself.
- 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.
- 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 or qualify the course/degree for which he/she was awarded Scholarship.
- 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 the 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 by HEC, in case of any violation of this deed of undertaking.
- 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 undertaking.
- 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.
- 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 MS/MPhil leading to 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 and will not be challenged in any court of law or forum.
- 32) That all instruction(s), order(s), letter(s), email(s), notice(s) and other communication(s) etc. under this undertaking/scholarship award shall be deemed given hereunder when sent by HEC to scholar & guarantor at the following addresses:

To Scholar: _____

Contact No.: _____

Email: _____

To Guarantor: _____

Contact No.: _____

Email: _____

- 33) That this deed of undertaking & 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 undertaking hereto.

SIGNED AND DELIVERED this onday of

Scholar
Full Name: _____

Guarantor/Surety
Full Name: _____

Signature & Thumb Impression

Signature & Thumb Impression

Signed jointly by each of us this onday of

Witness No.1

Witness No.2

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

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

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 _____, 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 Undertaking**” 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 _____ 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