

(Annex-I)

DEED OF AGREEMENT

HIGHER EDUCATION COMMISSION, PAKISTAN (HEC)
“US-PAKISTAN KNOWLEDGE CORRIDOR-PHASE-I”

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

KNOW ALL MEN BY THESE PRESENTS;

Higher Education Commission, Pakistan (**hereinafter called the HEC**)

AND

1. 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**)

2. 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
Guarantor/Surety**) do hereby depose and say:

WHEREAS the scholar has been selected by **HEC** on his/her request for the award
of Scholarship for **PhD Studies (only)** under the Scheme **“US-Pakistan Knowledge
Corridor, Phase-I”**, 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 (01) year and would be extendable periodically up to five (05) years only, subject to the satisfactory performance of your studies.
- 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. Approval may be granted on case to case basis only when there are compelling reasons for such change.
- 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, including USA, during period of studies & service/employment under bond period.
- 6) The scholar/student will be bound to get an NOC about issuance/renewal/period of validity etc. of passport from HEC. In case of breach, HEC shall have right to get blocked passport of such scholar/student from the immigration/passport's authorities.
- 7) That the scholar shall not take interruption or extend the specified period of studies without prior approval of the HEC.
- 8) That the scholar shall not undertake employment whether paid or otherwise during course of studies. However, student applying for partial scholarship may be allowed to work as TA/RA against tuition cost, subject to prior permission from HEC.
- 9) That the scholar shall not visit outside the country of study for academic or other reasons without prior approval of HEC during bond period.
- 10) That the scholar shall not discontinue/quit the course of studies at his/her own, for which he/she was awarded Scholarship.
- 11) 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.

- 12) 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).
- 13) 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 as per policy of HEC.
- 14) That the scholar shall regularly submit 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.
- 15) 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.
- 16) That the scholar shall fully obey the national and local laws of the United States of America and shall strictly follow the rules & regulations of the university / institution where the scholar is enrolled for studies under said scholarship program.
- 17) 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.
- 18) That the scholar shall not enrolled or register in Post Doctorate or any other program after the completion of PhD.
- 19) That the scholar authorizes and agrees to proceed for cancelation of his/her VISA and Passport by HEC, in case of any violation of this deed of Agreement.
- 20) 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.

- 21) 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.
- 22) 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.
- 23) 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 or the period defined by HEC and report HEC regarding status of employment time to time.
- 24) 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.
- 25) That the scholar shall provide joining letter (with date of joining) issued by respective organization and the period of consecutive years defined by HEC shall start from date of joining in respective organization.
- 26) 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.
- 27) That the scholar shall be liable to cancellation/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) Non-response to HEC during the study period.
 - b) PhD completed but scholar failed to return Pakistan.
 - c) Discontinue/quit the course of studies.
 - d) Refusal to serve the bond period after completion of approved course of study.
 - e) Availing dual scholarship.
 - f) Break/interruption of study or extended the studies without approval of HEC.
 - g) Failure to qualify the approved course of study within specific period.
 - h) Violation of governing rules/regulations of scholarship.
 - i) Failure to maintain the required standard or failed to qualify the course of study.

- j) Change the course of study, supervisor without approval of HEC.
 - k) Register for any other course of study/program without approval of HEC.
 - l) Avail or apply for immigration/citizenship or permanent residence during period of studies & service/employment under bond period.
 - m) Visit outside the country of study for academic or other reasons without prior approval of HEC.
 - n) Failed to submit the required progress reports or comprehensive reports within specific period.
 - o) Failed to follow the rules and regulations of university/institution where the scholar is enrolled for studies under scholarship program.
 - p) Failed to comply with the instruction(s)/order(s) of HEC.
 - q) Any financial loss occurred to HEC due to scholar act(s).
 - r) Misstatement or concealment of facts therein before by the scholar.
 - s) Engaged in any political, commercial or any other activity incompatible with program of studies.
 - t) Commit misbehavior with HEC/University/Institute/Supervisor.
- 28) That all the terms and conditions mentioned in the Award Letter (Provisional and Final) shall be deemed as part of this deed of Agreement.
- 29) That the declaration of assets provided by the guarantor in “Annexure-V” is true, correct and complete and nothing has been concealed therein.
- 30) 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. Refund of such amount shall not entitle the scholar to no objection certificate (NOC). NOC may only be issued where the scholar completes the degree within the stipulated time (5 Years) and serve in Pakistan as agreed.
- 31) 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.

- 32) Where the scholar, during course of his studies, willfully withdraw the scholarship or request for cancellation of scholarship for any reason or after completion of his studies, do not come to Pakistan as agreed by him in this document, then US state department/ US Embassy in Pakistan or any other relevant department shall be informed and requested for necessary action. This action is in addition to action taken under section 27 and/or section 30 or any other section of this document.
- 33) That the amount of penalty and the compensation as prescribed and assessed by the HEC shall be final and conclusive.
- 34) That the guarantor is bound to provide the list of his legal heirs at the time of submitting the guarantee.
- 35) 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 on _____ day of _____, 2020.

**Signature & Thumb Impression
(Scholar)**

**Signature & Thumb Impression
(Surety/Guarantor)**

Signed jointly by each of us this on _____ day of _____, 2020

Witness No.1

Witness No.2

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

CNIC No.: ____-____-__

CNIC No.: ____-____-__

Present Address: _____

Present Address: _____

Permanent Address: _____

Permanent Address: _____

Dated: __/__/2020

Dated: __/__/2020

ACKNOWLEDGMENT

BEFORE ME, a **JOINT/SUB REGISTRAR** for and in _____ (city), this _____ day of _____ 2020, 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 **07 (Seven)** 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