



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-1)** 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.
- f) **Undertaking for the continuation of PhD (Annex –VI)**

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

SPECIMEN (4 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 theday of2011, between

(1) Mr. / Ms.son / daughter

ofhereby called the Scholar on the one part, and (2) 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 Higher Education Commission for the award of Scholarship for PhD studies under the Scheme “**Overseas Scholarship for MS/M.Phil. 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/her 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 or permanent residence to any country.
- 5 The scholar shall not take interruption or 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 or In case the scholar discontinue his/her studies at his own, the HEC

- reserves the right to recover entire expenditure whether paid to him directly, indirectly, or on his behalf inclusive of travel cost, from the Scholars/Guarantor and it will not be challenged in any court of law or forum.
- 10 The Scholar will have to comply with instructions given by HEC from time to time including leave policy and these instructions would be deemed as part of this agreement. HEC reserves the right to deduct stipend, allowances etc. as per leave policy or in case of non-compliance of leave policy/instructions.
 - 11 The 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 HEC will not bear any financial liability (stipend, tuition fee, return ticket and others etc.) during his/her external funding period. However if the scholar managed to secure funding for the complete PhD program, then the bond period on return to Pakistan would be reduced from five to three years to serve in Pakistan accordingly.
 - 12 The scholar will be bound to comply all the terms and conditions mentioned in deed of agreement and other legal documents signed by him/her with HEC or instructions conveyed him/her time to time by HEC and the scholar shall also submit his/her quarterly/biannually/annually progress reports through the supervisors whether on HEC funding or other than HEC funding.
 - 13 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 whether on HEC funding or other than HEC funding.
 - 14 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.
 - 15 The scholar shall regularly submit the quarterly / biannually / annually 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.
 - 16 The scholar will be bound to provide copies of credentials, all passport pages or any other documents on the demand of HEC at any time during the study abroad and his/her bond period at Pakistan. After completion of study program, he will immediately return back to Pakistan and report to HEC quarterly about his whereabouts.
 - 17 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/parent department for a period of five years as may be prescribed.

- 18 The scholars shall contact HEC immediately after his/her return to Pakistan and would provide his/her joining letter issued by his/her parent organization (in case of already employed) or by an organization which he/she has joined recently in Pakistan with date of joining.
- 19 On return to Pakistan after completing the study program, the scholar will seek approval from HEC for all visits outside the Pakistan and will provide any information/document required by HEC during the bond period.
- 20 All terms and conditions mentioned in the award letter (Provisional and Final) of the Scholar would be deemed as part of this agreement.
- 21 The scholar will be liable to 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.
- 22 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:.....

Scholar / Awardee
.....
Signature of Candidate

STAMP:

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

Witness No.1

Witness No.2

Signature_____

Signature:_____

a) Name_____

a) Name: _____

b) Designation_____

b) Designation_____

(Official Stamp in case of Gazzeted Officer)

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

c) Address_____

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(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 Scholarship 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:.....

WITNESS 2
Signature:.....

Name:.....

N.I. Card No.....

Address:.....

(Attested by Judicial Magistrate)

(STAMP)

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 asknow

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 of

(Overseas Scholarship 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 for MS/MPhil leading to PhD in Selected Fields Phase-II” in
case of default by him/her.

Name:.....

Official Stamp Designation:.....

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/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 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 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 _____ 2004 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 (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

Officer Stamp

Signature:.....

Name:.....

(Class-I Gazetted Officer)

Counter Signed by

Official Stamp

Signature:.....

Name:.....

(Judicial Magistrate)

The value of 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)**

Is/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 Gazzetted Officer)

Witness No.2

Signature _____
a) Name
b) Designation _____
(Official Stamp in case of Gazzetted Officer)

Verified by : _____

Officer Stamp : _____
.....

Signature:
Name: :
(Class-I Gazzetted Officer)
Signature:

Counter Signed by:
(Official Stamp)

Signature:
Name: :
(Judicial Magistrate):
Official Stamp :