**TERMS AND CONDITIONS FOR THE AWARD OF PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – PHASE III**

Following are the terms & conditions of the award of fellowship and the acceptance of the award is an acknowledgement of these obligations:

1. An awardee will not change the field of study specified in the letter of award without obtaining prior approval of the Chairperson, Punjab Higher Education Commission, Govt. of the Punjab.
2. A change of university/institute during the study will only be admissible with the prior approval of the Chairperson, Punjab Higher Education Commission, Govt. of the Punjab.
3. An awardee will not hold any other scholarship/stipend during this fellowship period of his/her study.
4. An awardee would obtain leave from his/her employer to join the institution of his study on full-time basis.
5. An awardee shall sign an agreement with the Punjab Higher Education Commission (PHEC) on non-judicial (Stamp) paper to the effect that in case the awardee fails to complete his / her Post-Doc studies, he/ she will refund to the PHEC the total amount spent on his/ her Post-Doc studies by the PHEC. The format of the agreement is enclosed as specimen. (Annex-I)
6. 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. (Annex-II)
7. An awardee is required to execute a bond with the Punjab Higher Education Commission to serve his parent department for 2 years subsequent to the award of the Degree. (Annex-III)
8. Every document i.e. Deed of Agreement, Guarantee to PHEC and Surety Bond 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 executants must be obtained on the register and the number of the registration must be mentioned along with the notarial stamp.

**Annex-I**

SPECIMEN (4 pages)

(To be executed on Rs. 100 non-judicial stamp paper)

**DEED OF AGREEMENT**

**FOR UNDERTAKING POST-DOC FELLOWSHIP**

**UNDER PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – PHASE III**

This agreement is made, on the ……………….. day of …………………… 2018, between Mr. / MS. ……………………………………………….…………………………… Son / Daughter of ……………………………………………………. hereby called the Scholar on the one part; and Punjab Higher Education Commission, Govt. of the Punjab through the duly authorized officer by the chairperson of the Punjab Higher Education Commission, Arfa center; Lahore hereafter called PHEC on the other part.

WHEREAS Mr. / Ms. …………………………………………… has been selected by the Punjab Higher Education Commission for the award of Post-Doc Fellowship initially for 9 months (extendable to maximum 12 months, subject to the written endorsement and recommendation of foreign supervisor) under the Scheme “**PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – PHASE III”** and the Scholar has agreed to accept the same on the terms and conditions governing this fellowship award.

**Now this deed of agreement witness as under:**

1. The fellowship award is valid for a period initially of 9 months (extendable to maximum 12 months, subject to the recommendation of foreign supervisor).
2. The payment of allowances admissible under the fellowship program shall be made subject to the complete adherence to all rules and regulations governing the fellowship program as well as satisfactory performance in the authorized Post-Doc studies.
3. The scholar shall not change the specified field of studies nor register himself / herself for any other course or program without prior approval of the PHEC and if he/she did so; the fellowship award shall stand cancelled immediately and the scholar/Guarantor will be liable of the return of the whole amount including the expenses incurred in this regard.
4. That in case, the scholar manage/secure independent financial support for post-doc studies from their respective universities or other international funding bodies etc., the PHEC shall not bear any financial liability of any kind i.e. (stipend, tuition fee, return ticket and others etc. during external funding period).
5. That the scholar’s authorize the PHEC to approach the concerned University/Institute/Supervisor/Embassy/Agency etc. to acquire any type of information as may be required by the PHEC by signing of this deed.
6. That the scholar authorize and agree to proceed for cancelation of his/her VISA by PHEC, in case of any violation of this deed of undertaking.
7. That the scholar shall be liable to action under the law in force in Pakistan impounding or confiscating passports/travelling documents in case of failure to obey or act according to instruction(s) / order(s) of PHEC about to return back Pakistan.
8. That the amount of penalty and the compensation as prescribed and assessed by the PHEC shall be final and conclusive and will not be challenged in any court of law or forum.
9. That this deed of undertaking & Post-Doc Fellowship award shall be governed and construed in accordance with the laws of the Islamic Republic of Pakistan. The scholar & guarantor expressly submit and consents to the jurisdiction of civil courts, at Lahore, with respect to any claim or demand upon PHEC and upon this undertaking hereto.
10. The scholar will not apply for immigration / citizenship to any country and shall not engaged in any type of foreign employment and shall return to Pakistan.
11. The scholar shall not extend the specified period of studies without prior approval of the PHEC.
12. The scholar shall not undertake employment whether paid or otherwise without approval of the PHEC during his / her Post-Doc studies.
13. The scholar shall refrain from engaging himself / herself in any political, commercial or any other activity incompatible with his/ her program of studies abroad.
14. During Post-Doc studies, all visits outside the country of study for academic or other reasons will require written approval of PHEC.
15. In case the scholar fails to complete the research project of the Post-Doc studies for which he/ she was awarded fellowship, the PHEC reserves the right to recover entire expenditure inclusive of travel cost from the Scholar or his Guarantor and it will not be challenged in any court of law or forum.
16. The scholar shall return to Pakistan immediately after the completion of the Post-Doc studies for which he / she was sent abroad, and shall serve his/her parent department in Pakistan for a period of two years as may be prescribed.
17. On return to Pakistan after completing the Post-Doc studies program, the scholar will seek approval from PHEC for all visits outside Pakistan during the bond period.
18. The scholar will have to comply with instructions given by PHEC from time to time and these instructions would be deemed as part this agreement.
19. The scholar shall contact PHEC immediately after his / her return to Pakistan for joining.
20. During his / her Post-Doc studies, the scholar shall fully observe the national and local laws of the country for which fellowship has been awarded; and would strictly follow the rules and regulations of the university / institution where the scholar is doing his/her Post-Doc studies.
21. The scholar shall not incur any debts during his / her stay aboard and will clear all outstanding bills before leaving the country of Post-Doc studies.
22. The scholar shall regularly submit the bi-annual progress reports on his/ her assigned Program through the academic supervisor abroad to the PHEC and a final comprehensive report immediately on completion of the Post-Doc studies.
23. Scholar will be bound to provide copies of passport on the demand of PHEC at any time during the study abroad and his/her bond period at Pakistan. After completion of study program he/she will immediately return back to Pakistan and report to PHEC.
24. All terms and conditions mentioned in the award letter of the scholar would be deemed as part of this agreement.
25. The Scholar will be liable of disciplinary action as follows:
26. If he/she fails to avail the award without any cogent reason acceptable to PHEC, Government of the Punjab. 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.
27. If he / she fails to comply with the instructions / orders of PHEC for proceeding abroad without any cogent reason acceptable to PHEC, 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 PHEC or both, in connection with his/her scheduled visit abroad.
28. If he / she fails to obey or act in accordance with PHEC’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.
29. If he/she violates any condition laid down in the Bond for Post-Doc studies under the PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – PHASE III, he / she will be liable to pay the penalty as prescribed therein.
30. If he / she leaves the proposed Post-Doc studies without any cogent reason.

**20. The scholar is liable to disqualification from foreign training/studies or such other disciplinary action as PHEC may consider appropriate, if:**

1. Violates any of the foregoing conditions/undertaking,
2. Found to have made any misstatement therein before.
3. Has dual Post-Doc Fellowships.
4. Causes any financial loss occurred to PHEC due to scholar act(s).
5. Misstatement or concealment of facts therein before by the scholar.
6. Engaged in any political, commercial or any other activity incompatible with program of studies.
7. Commit misbehavior to the PHEC/University/Institute/Supervisor and fails to follow instructions given in due course.

**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/undertakings those governing Post-Doc Fellowship award and / or his / her failure to return to and serve in Pakistan as directed by the PHEC for the specified period, the scholar shall be bound to pay the PHEC a penalty as prescribed by the PHEC besides compensate the PHEC 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 Rupee and in foreign currency. The amount of penalty and the compensation as prescribed and assessed by the PHEC 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.

(Authorized Officer of PHEC) Scholar / Awardee

Signature …………………. ………………………………..….

Signature of Candidate

STAMP Full Name: ………………………

Designation: …………………….

N. I. C 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex-II**

Specimen (1 Page)

(To be executed on Rs. 100 non-judicial stamp paper)

**GUARANTEE TO THE PUNJAB HIGHER EDUCATION COMMISSION, GOVT. OF THE PUNJAB**

(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 Punjab Higher Education Commission which the above scholar may be called upon to pay to PHEC as well as those governing **“PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – 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 …………………………………………

NIC No. ………………………………………

Present Address: ……………………………..

…………………………………………………

WITNESS 1 WITNESS 2

Signature: ……………………………………… Signature: ……………………………

Name: …………………………………………. Name: ………………………………..

N.I. Card No. …………………………………. N. I. Card No. ………………………..

Address: ………………………………………. Address: ……………………………..

………………………………………………… ……………………………………….

(Attested by Judicial Magistrate/Gazetted Govt. Officer)

STAMP

Signature: ……………………………

Name: ……………………………….

Address: ……………………………..

**Annex-III**

Specimen (2 Page)

(To be executed on Rs. 100 non-judicial stamp paper)

**SURETY BOND FOR UNDERTAKING POST-DOC FELLOWSHIP 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 **“GOVT. OF THE PUNJAB”** through Punjab Higher Education Commission (herein-after called PHEC), for all money, charges, costs and expenses as may be determined by the PHEC as having been incurred on or in respect of the scholar Post-Doc studies which amount will not question to be paid to the PHEC, 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 the request of the Scholar on merit GOVT. OF THE PUNJAB has selected the scholar for Post-Doc studies abroad under “PUNJAB HEC FOREIGN POST-DOC FELLOWSHIP FY 2017-2018 – PHASE III” now the condition of above-written bond is that if the scholar shall successfully complete his Post-Doc studies, and shall return to Pakistan immediately afterwards and serve in parent department/institute in Pakistan for minimum period of two years or as may be directed by the Government of the Punjab through the Punjab Higher Education Commission and shall not seek any kind of employment outside Pakistan without the prior written approval of the Government through Punjab Higher Education Commission; and upon completion of the terms and conditions of the Deed of Agreement; the above-written bond shall become void and of no effect, otherwise, it shall be and remain in full force and virtue.

Signed jointly be 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 office of Joint / Sub Registrar \_\_\_\_\_\_\_\_, on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ between the hours \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_

Executant (Scholar) Signature \_\_\_\_\_\_\_\_\_\_\_\_\_ Executant (Surety) Signature \_\_\_\_\_\_\_

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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NIC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The witnesses are relied upon.

Executant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Joint / Sub Registrar**

**CERTIFICATE**

Registered at No: \_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018 and its duplicate copy 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**