

UNIVERSITY OF ENGINEERING & TECHNOLOGY, PESHAWAR

NOTIFICATION

No. 103 /Legal Cell

Dated 27/10/2021

In pursuance of the decision of the Syndicate in its 124th meeting held on 25 and 26 September, 2021 and on the recommendation of the committee, constituted by the Syndicate in the said meeting, the Vice Chancellor has been pleased to approve a format of deed of agreement/surety bond for scholars who proceed for higher studies (Copy enclosed as annexure-A).

Further, the said agreement /surety will be available on the official website of the University.


Registrar

No. 104-107 /Legal Cell

Copy to: -

1. The Deans, of UET, Peshawar
2. All Heads of Teaching Departments/Institutes/Sections
3. The Coordinators of the remote Campuses
4. The Manager, CMS with intimation to him to upload the bond on the official website of the University.


Registrar
University of Engineering
& Technology, Peshawar

DEED OF AGREEMENT / SURETY BOND

I. **THIS AGREEMENT** is made on the _____ day of _____ at Peshawar.

BETWEEN

II. The University of Engineering & Technology, Peshawar, through its Registrar (hereinafter referred to "the UETP") :

AND

III. III. Mr. / Mrs. / Ms _____ 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 referred to "the EMPLOYEE / SCHOLAR");

IV. IV. Mr. / Mrs. / Ms _____ 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 referred to "the Guarantor / Surety 1")

V. V. Mr. / Mrs. / Ms _____ 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 2)

VI. **Whereas** the scholar has been selected by _____ (Sponsor Name) on his/her request for the award of Scholarship for _____ (MS/PhD Studies) under the Scheme " _____ " (Project Name), now the Scholar & Guarantors/Sureties agreed to accept the same on the following terms & conditions governing this scholarship award to their extent:

1. The EMPLOYEE/SCHOLAR shall not extend the specified period of studies without the prior approval of the UETP.
2. This scholarship award and study leave under the UETP leave statutes (in case of confirmed employee) shall be initially valid for one year and may be renewed/extended up to a maximum duration of _____ years towards _____ degree (Course of study), subject to the satisfactory academic performance of the employee.

3. The employee shall not hold any other scholarship during the currency of this scholarship/study leave.
4. The EMPLOYEE/SCHOLAR shall not change the specified course of studies in the assigned field, and shall not register in a course of study other than that specified in the letter of award without prior approval of the UETP.
5. Any change of University/Institution during the currency of this scholarship shall be admissible only with the prior approval of the UETP.
6. The EMPLOYEE/SCHOLAR will be bound to get an NOC about issuance/renewal/period of validity etc. of passport from the UETP. In case of breach, the UETP shall have right to get blocked CNIC and passport of such employee/scholar and their Guarantor`s from the immigration/passport authorities.
7. The EMPLOYEE/SCHOLAR shall not visit outside the country of study for academic or other reasons without prior approval of the UETP during bond period.
8. The EMPLOYEE/SCHOLAR shall fully obey the national and local laws of the _____ (Name of host country) and shall strictly follow the rules & regulations of the university / institution where the employee / scholar is enrolled for studies under said the employee / scholarship program.
9. The EMPLOYEE/SCHOLAR shall not enroll or register in PhD/Post-Doc or any other program after the completion of MS/PhD studies as the case may be.
10. The employee/scholar authorizes and agrees to proceed for cancelation of his/her Visa and Passport by the UETP, in case of any violation of this deed of Agreement.
11. That the EMPLOYEE/SCHOLAR shall be bound to provide copies of credentials, all passport pages or any other documents on the demand of the UETP at any time during study/bond period.
12. That the EMPLOYEE/SCHOLAR shall return to Pakistan immediately within a month period, after thesis defense and report to the UETP in person along with required documents in respect of completion of course of study. In case the employee/scholar fails to return within a month, it will be considered as breach of agreement, for which the competent authority of the university would be the sole judge either to recover the entire amount incurred upon his/her studies or to decide that the employee/scholar will serve the University beyond the normal bonded period or any other penalty deem appropriate.
13. That the EMPLOYEE/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 the UETP about to return back to Pakistan.
14. That the EMPLOYEE/SCHOLAR shall not visit outside Pakistan during & before the service/employment period, without the prior approval of the UETP and provide all information(s)/document(s) required by the UETP.

15. That the EMPLOYEE/SCHOLAR shall be liable to cancelation/disqualification of scholarship or debarred from foreign study/training/research of any scholarship scheme of the UETP or refund of expenditure amount with/without penalty or any other disciplinary action as the UETP may consider appropriate if:
- a) Non-response to the UETP during the study period.
 - b) PhD completed but employee/scholar failed to return to 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 the UETP.
 - 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 the UETP.
 - k) Register for any other course of study/program without approval of the UETP.
 - 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 Peshawar.
 - 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 EMPLOYEE/SCHOLAR is enrolled for studies under scholarship program.
 - p) Failed to comply with the instruction(s)/order(s) of the UETP.
 - q) Any financial loss occurred to the UETP due to EMPLOYEE/SCHOLAR act(s).
 - r) Mis-statement or concealment of facts by the EMPLOYEE/SCHOLAR.
 - s) Engaged in any political, commercial or any other activity incompatible with program of studies.
 - t) Commit misbehavior with HEC/University/Institute/Supervisor.
16. That all the terms and conditions mentioned in the Award Letter (Provisional and Final) shall be deemed as part of this deed of Agreement.
17. That the declaration of assets provided by the guarantor in "Annexure-IX and X" is true, correct and complete and nothing has been concealed therein.
18. That the EMPLOYEE/SCHOLAR & guarantors both are held firmly bound to the UETP for all moneys, charges, costs, expenses and penalty determined/assessed by the UETP as having been incurred on or in respect of MS/PhD studies as the case may be under the said Scheme.

19. In case of demise of guarantors his legal heirs shall be bound to fulfill obligations.
20. The EMPLOYEE/SCHOLAR shall faithfully conform to, and abide by, the instructions issued with regard to his/her studies by _____ and the UETP during the period of study, and shall be whole-heartedly and diligently engaged in studies, training and research work pertaining to the course, and shall take tests and examinations, as may be prescribed.
21. The EMPLOYEE/SCHOLAR shall regularly submit six monthly progress report on his/her assigned study program, through the academic Supervisor abroad, to the Program Coordinator at the UETP. On the completion of the assigned study, the employee must submit a final comprehensive report immediately.
22. The payment of allowances admissible under the scholarship shall be made subject to the complete adherence to all rules and regulations governing the scholarship, as well as satisfactory performance in the authorized studies.
23. The EMPLOYEE/SCHOLAR shall refrain from engaging in any political, commercial or any other activity incompatible with his/her program of studies abroad.
24. The EMPLOYEE/SCHOLAR shall not undertake any employment, whether paid or otherwise, without the approval of the university during the course of studies abroad.
25. The EMPLOYEE/SCHOLAR shall not incur any debts during his/her stay abroad, and shall clear all outstanding bill/dues before leaving the country of studies/training.
26. In case the EMPLOYEE/SCHOLAR fails to qualify the course for which this scholarship is awarded, the UETP reserves the right to recover the entire expenditure, inclusive of travel cost, from the EMPLOYEE/GUARANTOR, in addition to liquidated damages and conversion of study leave availed by him into other leave standing to his credit or into extraordinary leave without pay.
27. Upon the return, the EMPLOYEE/SCHOLAR shall be bound to serve the university for a period of five years in case of PhD studies while three years in case of MS studies. This bond-period shall commence from the date the EMPLOYEE rejoins his/her duties in the UETP, on any suitable post of which the UETP shall be sole judge, and upon such terms and conditions as the UETP may prescribe and shall have no right to claim higher pay or seniority over others on account of the said study.
28. In case the EMPLOYEE/SCHOLAR proceeding abroad on study leave without pay during his/her probation period, he/she will serve the University for two years.
29. The EMPLOYEE/SCHOLAR shall be granted normal, and special, increments on rejoining the university as admissible under the rules.
30. The employee's scholarship is liable to be cancelled in addition to other disciplinary action deemed necessary by the UETP.

31. He/she violates any of the foregoing conditions and as issued time to time or he/she is found to have made any misstatement hereinto before.

VII. **AND THE EMPLOYEE/ SCHOLAR FURTHER COVENANTS**, that in case of breach of any of the above terms and conditions as well as the terms, rules and conditions governing the scholarship award and grant of study leave, and/or his/her failure to return to the **UETP** within the specified period, and failure to serve the UETP for the specified Bond period, he/she binds himself/herself firmly to pay on demand: -

1. All amounts paid to him/her or his/her dependents, pertaining to, and during the course of the study abroad, in any currency, converted to equivalent Pakistani rupees in addition to the liquidation damages of 25% of the incurred amount i.e scholarship amounts, salary etc.
2. The employee must produce one/two guarantors (hereinafter called the surety), having ownership of the property equal to Six Million (Rs.600, 0000) plus salary paid to him as actual to be incurred on his/her abroad studies acceptable to the UETP.
3. The sureties shall be equally bound by the Deed of Agreement and must guarantee that the employee shall executes the contract faithfully, and in case of failure, the sureties shall indemnify and pay to the UETP all monies and penalties mentioned in the paras above.

VIII. **IN WITNESS WHEREOF**, the aforementioned parties have signed this **DEED OF AGREEMENT** before the Sub-Registrar, concerned, in token of acceptance.

Registrar
University of Engineering
& Technology, Peshawar
(For University)

EMPLOYEE/SCHOLAR (Signature & Thumb Impression)
Full Name _____
Designation _____
CNIC No _____
Phone No _____
Address _____
Date _____

WITNESS # 1

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

Annex-I

GUARANTEE BY SURETY # 1

(This guarantee must be given by a surety who is father, mother, real brother and sister, father-in –law of the employee or any other person of means acceptable to the University)

I, _____ the surety, acceptable to the, University of Engineering and Technology, Peshawar, stand bound, and guarantee the execution of the Deed of agreement by the employee for the amount in default, in token whereof I declare my property as per attached declaration of assets annexed to this Deed of Agreement, duly registered in the office of the relevant SUB-Registrar, Revenue Department, Government of Khyber Pakhtunkhwa.

UNDERTAKING

I, _____ son/daughter (Surety/Guarantor) of _____ do hereby guarantee the payment of any such sum as liquidation damages and compensation, as prescribed and assessed by the University, which the employee may be called upon to pay university for breach of any of the term and conditions as mentioned in deed of agreement, and I hereby undertake to pay the total sum on demand in the event of the employee making default in the payment of the same.

Signature_____

Name_____

Father's Name_____

Present Address _____

WITNESS # 1

Signature &Thumb Impression
Name_____

Father's Name_____

CNIC. No. _____

Address_____

WITNESS # 2

Signature &Thumb Impression
Name_____

Father's Name_____

CNIC. No. _____

Address_____

Note: To be attested by Notary Public.

ANNEX-II

GUARANTEE BY SURETY # 2

(This guarantee must be given by a surety who is father, mother, real brother and sister, father-in –law of the employee or any other person of means acceptable to the University) I, _____ the surety, acceptable to the, University of Engineering and Technology, Peshawar, stand bound, and guarantee the execution of the Deed of agreement by the employee for the amount in default, in token whereof I declare my property as per attached declaration of assets annexed to this Deed of Agreement, duly registered in the office of the relevant SUB-Registrar, Revenue Department, Government of Khyber Pakhtunkhwa.

UNDERTAKING

I, _____ son/daughter (Surety/Guarantor) of _____ do hereby guarantee the payment of any such sum as liquidation damages and compensation, as prescribed and assessed by the University, which the employee may be called upon to pay university for breach of any of the term and conditions as mentioned in deed of agreement, and I hereby undertake to pay the total sum on demand in the event of the employee making default in the payment of the same.

Signature_____

Name_____

Father’s Name_____

Present Address _____

WITNESS # 1

Signature &Thumb Impression
Name_____

Father’s Name_____

CNIC. No. _____

Address_____

WITNESS # 2

Signature &Thumb Impression
Name_____

Father’s Name_____

CNIC. No. _____

Address_____

Note: To be attested by Notary Public.

ANNEX-III

**GUARANTEE TO THE UNIVERSITY OF ENGINEERING
& TECHNOLOGY, PESHAWAR
(Part of Undertaking)**

I, _____ (Surety/Guarantor), Son/Daughter of _____ do hereby guarantee the payment of any such sum as penalty and compensation as prescribed and assessed by the University of Engineering & Technology, (UETP) for the breach of any of the terms and conditions of the above agreement as well as those governing “_____” award and I hereby undertake to pay the total sum on demand in the event of Employee/Scholar making a default in the payment of the sum.

Signature (Surety 1) _____

Name _____

Father's Name _____

Present Address _____

Permanent Address _____

WITNESS # 1

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

Note: To be attested by Notary Public.

ANNEX-IV

**GUARANTEE TO THE UNIVERSITY OF ENGINEERING
& TECHNOLOGY, PESHAWAR
(Part of Undertaking)**

I, _____ (Surety/Guarantor), Son/Daughter of _____ do hereby guarantee the payment of any such sum as penalty and compensation as prescribed and assessed by the University of Engineering & Technology, (UET) for the breach of any of the terms and conditions of the above agreement as well as those governing “_____” award and I hereby undertake to pay the total sum on demand in the event of employee/scholar making a default in the payment of the sum.

Signature (Surety 2) _____
Name _____
Father’s Name _____
Present Address _____
Permanent Address _____

WITNESS # 1

Signature &Thumb Impression
Name _____
Father’s Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature &Thumb Impression
Name _____
Father’s Name _____
CNIC. No. _____
Address _____

Note: To be attested by Notary Public.

ANNEX-V

SURETY BOND FOR UNDERTAKING STUDIES/TRAINING ABROAD

Know all men by thee presents that we (1) Mr./Ms. _____
Son/Daughter of _____ of the permanent address
_____ (herein-after called the Employee/Scholar)
and (2) Mr./Ms. _____ Son/Daughter of _____
of the permanent address _____ (hereinafter called the surety) are
held and firmly bound up to the President of Pakistan (herein-after called the President) through ,
UET for all moneys, charges, costs and expenses as may be determined 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 (date) _____
Signature of the Employee/Scholar _____
Full Name _____
Address _____

Signature (Surety 1) _____
Name _____
Father's Name _____
Present Address _____
Permanent Address _____

WHEREAS on his/her request, the President has selected the Employee/Scholar for
studies/training in MS/Ph.D under the “ _____ ”
now the condition of above-written bond is that if the Employee/Scholar shall successfully
complete his/her studies/training, and shall return to Pakistan immediately afterwards and serve
the University for a minimum period of five year as may be directed by the University and not seek
employment outside Pakistan without prior approval of the University 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:

WITNESS # 1

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

Note: To be attested by Notary Public.

ANNEX-VI

SURETY BOND FOR UNDERTAKING STUDIES/TRAINING ABROAD

Know all men by thee presents that we (1) Mr./Ms. _____
Son/Daughter of _____ of the permanent address
_____ (herein-after called the Employee/Scholar)
and (2) Mr./Ms. _____ Son/Daughter of _____
of the permanent address _____ (hereinafter called the surety) are
held and firmly bound up to the President of Pakistan (herein-after called the President) through ,
UET for all moneys, charges, costs and expenses as may be determined 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 (date) _____
Signature of the Employee/Scholar _____
Full Name _____
Address _____

Signature (Surety 2) _____
Name _____
Father's Name _____
Present Address _____
Permanent Address _____

WHEREAS on his/her request, the President has selected the Employee/Scholar for
studies/training in MS/Ph.D under the “ _____ ”
now the condition of above-written bond is that if the Employee/Scholar shall successfully
complete his/her studies/training, and shall return to Pakistan immediately afterwards and serve
the University for a minimum period of five year as may be directed by the University and not seek
employment outside Pakistan without prior approval of the University 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:

WITNESS # 1

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

Note: To be attested by Notary Public.

ANNEX-VII

**CERTIFICATION TO THE FINANCIAL SOUNDNESS
OF SURETY / GUARANTOR BY A GOVERNMENT OFFICER**

Certified that I, _____ son/daughter of _____ CNIC No
_____ Resident of _____ and working in
_____ as _____ know Mr./Ms.
_____ (Surety/ Guarantor-1) Son/Daughter of _____ who has stood
surety/guarantor to Mr./Ms. _____ as Employee/Scholar in the field of
(Surety/Guarantor-1) possesses financially sound position and is capable of paying a sum equal to
the expenditure incurred by the, University of Engineering &Technology, Peshawar on the studies
of Mr./Ms. _____ under the “ _____ ” in case of
default by him/her.

Official Stamp

Signature _____

Name _____

Father's Name _____

Present Address _____

Permanent Address _____

Note: To be attested by Notary Public.

ANNEX-VIII

**CERTIFICATION TO THE FINANCIAL SOUNDNESS
OF SURETY / GUARANTOR BY A GOVERNMENT OFFICER**

Certified that I, _____ son/daughter of _____ CNIC
No _____ Resident of _____ and
working in _____ as _____ know
Mr./Ms. _____ (Surety/ Guarantor-2) Son/Daughter of _____ who has
stood surety/guarantor to Mr./Ms. _____ as Employee/Scholar in the field of
(Surety/Guarantor-1) possesses financially sound position and is capable of paying a sum equal
to the expenditure incurred by the, University of Engineering &Technology, Peshawar on the
studies of Mr./Ms. _____ under the “ _____ ”
in case of default by him/her.

Official Stamp

Signature _____
Name _____
Father's Name _____
Present Address _____
Permanent Address _____

Note: To be attested by Notary Public.

ANNEX-IX

DECLARATION OF ASSETS IN RESPECT OF
(GUARANTOR / SURETY- 1 /EMPLOYEE / SCHOLAR)

S. No	Name of Property	Location/Address	Approximate value
1			
2			
3			
4			
5			

(Please attach attested photocopies of immovable property)

Signature of (Surety 1) _____
Name _____
Father's Name _____
Present Address _____
Permanent Address _____

VERIFIED BY

Signature & **Stamp** _____
Name _____
(Class-1 Gazetted Officer)

Official Stamp

COUNTER SIGNED BY

(Judicial Magistrate)
Signature _____
Name _____

Official Stamp

The value of property is authenticated and it is without any encumbrance.

Signature _____

Name _____
(Tehsildar Or Notary Public)

ANNEX-X

DECLARATION OF ASSETS IN RESPECT OF

(GUARANTOR / SURETY- 2 /EMPLOYEE / SCHOLAR)

S. No	Name of Property	Location/Address	Approximate value
1			
2			
3			
4			
5			

(Please attach attested photocopies of immovable property)

Signature of (Surety 2) _____

Name _____

Father's Name _____

Present Address _____

Permanent Address _____

VERIFIED BY

Signature & Stamp _____

Name _____

Official Stamp

(Class-1 Gazetted Officer)

COUNTER SIGNED BY

(Judicial Magistrate)

Signature _____

Official Stamp Name _____

The value of property is authenticated and it is without any encumbrance.

Signature _____

Name _____

(Tehsildar or Notary Public)

ANNEX-XI

UNDERTAKING

I _____ CNIC # _____ Son/Daughter of _____ do hereby authorize University of Engineering and Technology, Peshawar, being my sponsor, to obtain progress reports and other relevant information about my study program from my academic supervisor in the university of _____. Further to this, I also authorize the administration and other concerned official of the University of _____ to give all information about my studies, fee status, progress reports, transcripts and other facts and figures as and when demanded by the University of Engineering & Technology, Peshawar.

Signature & Thumb _____
Name _____
Father's Name _____
Present Address _____
Permanent Address _____
Dated _____

WITNESS # 1

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

WITNESS # 2

Signature & Thumb Impression
Name _____
Father's Name _____
CNIC. No. _____
Address _____

COUNTERSIGNED BY

Registrar
University of Engineering & Technology, Peshawar