

DEED OF AGREEMENT / SURETY BOND for Conformed Employees Seeking Study

Leave

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. 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");

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. 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, Mr./Ms. _____ at present employed as _____ in the Department of _____ (hereinafter referred to as the SCHOLAR is proceeding on study leave granted (with pay) by UETP for pursuing MS/Ph.D. studies in the field of _____ at _____

_____, now therefore, in consideration of the study leave (with pay) the SCHOLAR agrees and undertakes as under:-

1. The SCHOLAR shall not extend the specified period of studies without the prior approval of UET Peshawar.
2. The study leave (with pay) 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 performance of the employee.
3. The 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 UET Peshawar.
4. Change of University/Institution during the course of study shall be admissible only with the prior approval of the UET Peshawar.
5. The SCHOLAR will be bound to seek an NOC about issuance/renewal/period of validity etc. of passport from the UET Peshawar. In case of any breach, the UET Peshawar shall have the right to pursue the blockage of CNICs and passports of such employee/scholar and his/ her Guarantor with the immigration/passport authorities.
6. The SCHOLAR shall fully obey the national and local laws of _____ (Name of host country) and shall strictly follow the rules & regulations of the university / institution where the employee / scholar is enrolled for studies during the Ph.D. program.
7. The SCHOLAR shall not enroll or register in another degree program after the completion of Ph.D. studies for which the study leave (with pay) was granted.
8. The SCHOLAR shall return to Pakistan immediately after completing all the requirements of the Ph.D. program and report to the UET Peshawar in person along with required documents in respect of completion of course of study.
9. The payment of allowances admissible under the study leave 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.

10. The SCHOLAR shall refrain from engaging in any political, commercial or any other activity incompatible with his/her program of studies abroad.
11. The SCHOLAR shall not undertake any employment, whether paid or otherwise, without the approval of the UNIVERSITY during the course of studies abroad.
12. The 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.
13. In case the SCHOLAR fails to qualify the course for which this study leave is awarded, the UNIVERSITY 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/her into other leave standing to his credit or into extraordinary leave without pay.
14. The SCHOLAR will be liable to disciplinary action as under:-
 - a) If the SCHOLAR fails to comply with the instructions of the UNIVERSITY for proceeding abroad without any cogent reasons acceptable to the UNIVERSITY, he/she will be liable to reimburse the UNIVERSITY, on demand, the amount of passage money spent in connection with his/her scheduled study leave.
 - b) If the SCHOLAR violates any condition laid down in this Deed of Agreement, he/she shall be liable to the penalties prescribed therein.
15. Upon the return, the SCHOLAR shall be bound to serve the UNIVERSITY for a period of **5 years**. This bond-period shall commence from the date the SCHOLAR rejoins his/her duties in the UNIVERSITY along with official documentary proof stating the completion of all requirements of the PhD degree (otherwise the bonded period will be counted from the date when EMPLOYEE submits his/her degree), on his/her position.
16. THE SCHOLAR COVENANTS, that in case of breach of any of the above terms and conditions and/or his/her failure to return to the UNIVERSITY within the specified period, and failure to serve the UNIVERSITY for the specified Bond period, he/she binds himself/herself firmly to pay on demand the liquidation damages of Rs. **1 Million along with the payments made to the SCHOLAR admissible under the study leave (with pay)**.

The SCHOLAR must produce two guarantors (hereinafter called the SURETIES) who shall be either Government servants in BPS-17 or above serving in University of Engineering and Technology, Peshawar on regular basis with confirmed status or persons of means, acceptable to the UNIVERSITY.

17. The SURETIES shall be equally bound by the Deed of Agreement and must guarantee that the SCHOLAR shall execute the contract faithfully, and in case of failure, the SURETIES shall indemnify and pay to the UNIVERSITY all monies and penalties mentioned in the paras above.
18. Upon his/her return from study leave, the SCHOLAR shall have no right to claim higher pay or seniority over others on account of the said study, further he/she shall have no right to claim for conversion of his study leave to any other leave.
19. The SCHOLAR shall be granted normal, and special, increments on rejoining the UNIVERSITY as admissible under the rules.

IN WITNESS WHEREOF, the aforementioned parties have signed this **DEED OF AGREEMENT** in token of acceptance thereof

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

SCHOLAR

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

WITNESS # 1

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

WITNESS # 2

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

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 SCHOLAR for the amount in default, which include the liquidity damages and the payments under the study leave (with pay), in token whereof I pledge my property equal to this value to the University 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 KP.

(1) UNDERTAKING

I, _____ son/daughter (Surety/Guarantor) of _____ do hereby guarantee the payment of any such sum as liquidation damages which the SCHOLAR 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 same on demand in the event of the SCHOLAR breach of any of the term and conditions as mentioned in DEED OF AGREEMENT.

Signature: _____

Name _____

Father's Name: _____

Present Address: _____

WITNESS # 1

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

WITNESS # 2

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

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 SCHOLAR 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, which include the liquidity damages and the payments under the study leave (with pay), in token whereof I pledge my property equal to this value to the University 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 KP.

(1) UNDERTAKING

I, _____ son/daughter (Surety/Guarantor) of _____ do hereby guarantee the payment of any such sum as liquidation damages which the SCHOLAR 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 same on demand in the event of the SCHOLAR breach of any of the term and conditions as mentioned in DEED OF AGREEMENT.

Signature: _____

Name _____

Father's Name: _____

Present Address: _____

WITNESS # 1

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

WITNESS # 2

Full Name: _____

Designation: _____

NIC no: _____

Phone no. _____

Address _____

Date: _____

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

Certified that I, _____ son/daughter of _____ NIC 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 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 _____

Designation _____

NIC No _____

Present Address _____

Permanent Address _____

Note: To be attested by Notary Public.

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

Certified that I, _____ son/daughter of _____ NIC
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 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 _____

Designation _____

NIC No _____

Present Address _____

Permanent Address _____

Note: To be attested by Notary Public.

DECLARATION OF ASSETS IN RESPECT OF

(Guarantor/Surety-1/Scholar)

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

(Please attach attested photocopies of immovable property)

Signature _____

Name _____

Address _____

VERIFIED BY

Signature _____

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/Notary Public)

DECLARATION OF ASSETS IN RESPECT OF

(Guarantor/Surety-2/Scholar)

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

(Please attach attested photocopies of immovable property)

Signature _____

Name _____

Address _____

VERIFIED BY

Signature _____

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/Notary Public)