

**NATIONAL HIGHWAY AUTHORITY**  
**Admn Wing (Personnel)**

Stamp Paper Rs. 50/-

**AGREEMENT FOR UNDERTAKING COURSE OF STUDIES / STUDY LEAVE BY  
NHA EMPLOYEES**

THIS AGREEMENT, made at Islamabad on this \_\_\_\_\_ day of \_\_\_\_\_ 20, BETWEEN Mr. \_\_\_\_\_ C.N.I.C No. \_\_\_\_\_ S/o \_\_\_\_\_ Resident of \_\_\_\_\_ presently working in NHA as \_\_\_\_\_ (BS - ) and posted at \_\_\_\_\_ of the first part, hereinafter referred to as the Employee; AND the National Highway Authority, of the other part, hereinafter referred to as NHA;

WHEREAS the Employee has been granted leave / nominated for study in the field of \_\_\_\_\_ at \_\_\_\_\_, and the employee has agreed to accept, abide by and comply with the terms and conditions governing this agreement;

**NOW, THEREFORE THE PARTIES HERETO ARE MUTUALLY AGREED THAT:-**

1. This Agreement shall be valid for \_\_\_\_\_ clear days from the start of the leave / study.
2. Payment of pay and allowances admissible to the Employee during study leave shall be subject to complete adherence to all rules and regulations as well as satisfactory performance during the studies.
3. The Employee shall neither change the specified course of studies nor register himself/ herself for any other course or programme, without NHA's prior written approval.
4. The Employee shall not extend the specified period of studies / leave without NHA's prior written approval.
5. The Employee shall not undertake employment unrelated to his study programme, whether paid or otherwise, during his/her course of studies without NHA's prior written approval.
6. The Employee shall refrain from engaging in any political, commercial or other activity incompatible with his/her programme of studies.
7. (i) In case the Employee fails to qualify in the NHA Scholarship Award course (if any) NHA reserves the right to recover the entire expenditure thereof, inclusive of travel costs, from the employee and in default thereof from his Guarantor.

- (ii) Notwithstanding the contents of sub-clause (I) here in above, the employee shall not be liable for the aforesaid reimbursement if the failure to qualify is due to sickness or other force majeure.
8. In case of nomination for study by the Government / NHA, the Employee shall be paid fees and allowances at the rates determined and notified by the Federal Government under the Scholarship Scheme. This will not be applicable in case of study leave by employee.
  9. The Employee shall return to NHA immediately on completion of his course, and, at the discretion of NHA shall serve NHA for not less than Five Years after completion of study leave.
  10. In the event of breach of any of the above terms and conditions, as well as those governing the Scholarship Award (if any) and / or the Employee's failure to return to and serve in NHA, the Employee shall be bound to compensate NHA by making a refund of amount equal to allowances pay and house rent / ceiling paid and including travel costs incurred in foreign currency or its equivalent in Pakistan rupees at the market rate of exchange prevalent on the date of the breach of this Agreement.
  11. The amount to be calculated by NHA for refund will be final and conclusive. The Employee shall not challenge the obligation incurred hereby in any Court of Law.
  12. I (the Employee) also hereby undertake that:-
    - i. I have not applied for any other training study within or outside Pakistan and I shall also inform the NHA, if I apply for any other training subsequent to my application for training.
    - ii. I shall conduct myself at all time in a manner compatible with my status as a NHA fellowship holder.
    - iii. I shall devote myself full time to scholarship award / training / study programme as directed by my supervisor in the institution of my training / study.
    - iv. I shall not hesitate to do any practical work or manual labor, which may be required to do as part of my scholarship award / training / study programme.
    - v. I shall not undertake any correspondence with foreign authorities in connection with my study / training.
    - vi. I shall refrain from engaging in any political, commercial or other activity during my study / training.
    - vii. I shall not incur any debts during the Scholarship Award / training / study period and before leaving NHA for my training / study shall clear all outstanding dues other than the dues undertaken to be paid by NHA.
    - viii. During or on completion of the course of my training / study I shall not seek domicile / nationality or a job and shall return to NHA immediately thereafter.
    - ix. I shall submit such periodic reports as may be required by institute / training authority during the period of training / study and shall submit to such authority a final report immediately on completion of my training / study.
    - x. In case of failure to return to Pakistan, action will be taken under Pakistan's Passport Act 1920, which may include impounding and / or confiscating my passport and expulsion from the country of training / study.

- xi. If I suppress or fail to provide any information required under or pertinent to this undertaking, I will be debarred from training under all future training / study programmes. Additionally, or alternatively, as the disciplinary authority may decide, I will also be liable to be recalled before completion of training / study.
- xii. I will pay all the dues for the study and NHA will not be responsible for any expenditure of my study / training. I will also not be eligible for any concession / facilities of any kind from NHA during study.
- xiii. I hereby undertake to pay to NHA on demand without question challenge or cavil, the total sum of demand in the event of the default of this agreement. I also undertake not to challenge this obligation in a Court of Law.

13. IN WITNESS WHEREOF, at the place and on the date first aforementioned, the parties hereto have signed this Agreement hereunder.

**For NHA**

Signature \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Date \_\_\_\_\_  
 Director (Personnel) with stamp

**EMPLOYEE**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 C.N.I.C. No. \_\_\_\_\_  
 Date \_\_\_\_\_

**WITNESSES**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 C.N.I.C. No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 C.N.I.C. No. \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

**Note:-** Clauses-7, 8 and part of 10 above will be part of agreement when NHA grants Scholarship for study.

**Attested By:**  
**(Notary Public)**