

(Translation)

(ตัวอย่างการกรอกสัญญาจ้างภาษาอังกฤษ โดยไม่ต้องลงนาม
ผอ. สทบ. จะเป็นผู้รับรองท้ายเอกสาร)

King Mongkut's University of Technology Thonburi
Agreement for Employment of Non-Permanent Staff (Expert)

Type: Retiree Specialist Alien Expert

This agreement is made on1 May 2560..... at King Mongkut's University of Technology Thonburi between King Mongkut's University of Technology Thonburi represented by Assis. Prof. Sumet Angkasirikul, Vice President for Human Resources, who is duty authorized to execute this agreement on behalf of the President by the order of King Mongkut's University of Technology Thonburi No. 0086/2558 dated 23rd January B.E. 2558, hereinafter referred to as "university" on the one part, and Mr./Miss/Mrs. ...Work Jobs.....age ...45... years, nationality American, having domicile atNew York, U.S.A. ... home address no. ... Condo Baan Suanthon Room 55 ...Trok/Soi-..... Road-..... Sub District Bang mod ... District... Thung Khru Province Bangkok, hereinafter referred to as "expert" on the other part.

The university hereby agrees to employ the expert to perform the duty of Lecturer attached toto work full-time/ part-time as follows: working days per week, orworking hours per week for a period of ...1... years, ...-... months and ...-...days beginning from1 May B.E. ...2560... to30 April..... B.E ...2561..., ending on the date of commencement of employment, and the expert hereby agrees to perform the duty under the agreement for such term in accordance with the following conditions:

Employment

Clause 1. The expert agrees to devote full time for the performance of duty under this agreement so as to achieve the best result according to his/her knowledge capacity and to perform the assigned duty by the university with integrity.

Evaluation

Clause 2. The expert's performance will be evaluated once per year in October. In the case where the university would like to renew the employment contract with the expert, the expert shall be evaluated at least two months prior to the ending date of the current agreement.

Remuneration

Clause 3. The expert shall receive monthly remuneration for working full-time/part-time at the rate of1 May B.E. ...2560... to30 April..... B.E. ...2561...

Accommodation/ Visa/ Work Permit

Clause 4. The expert who is an alien expert

4.1 is not entitled to receive a monthly accommodation allowance.

is entitled to receive a monthly accommodation allowance at a lump sum rate of ...8,000.Baht which is not more than ten thousand Baht, and the expert may not claim any other expenses in connection with the accommodation from the university.

4.2 is not entitled to claim any expenses in connection with visa or work permit fees.

is entitled to claim expenses in connection with visa or work permit fees at the rate of not more than four thousand and nine hundred Baht^{1*} and the expert may not claim any other expenses in connection with visa or work permit fees from the university.

Clause 5. Remuneration under clause 3 and monthly accommodation allowance under clause 4 shall be paid monthly to the expert on the last working day of the month.

Leave

Clause 6. The Regulation of King Mongkut's University of Technology Thonburi on Employees' Criteria and Procedures of Leaves, B.E. 2555 applies mutatis mutandis to retiree experts and specialist experts.

Clause 7. Alien experts are entitled to ask for leave with full pay as deemed necessary during the period of each year of the term of employment according to the following basis:

1. Business or holiday leave of not more than ten working days but not during the first six months of the term of employment.

Unused or left-over business or holiday leave may be accumulated up to not more than twenty-two working days. Whenever the expert wishes to ask for

^{1*} Note: Reference to Ministerial Regulation No. 27 (B.E. 2546) issued under Immigration Act, B.E. 2522 and Ministerial Regulation on Prescribe Fees on Alien Work Permit, B.E. 2545

unused leave, the expert shall notify the employer at least fifteen days in advance.

2. Sick leave of not more than fifteen working days. In the case where sick leave is more than five consecutive working days, a certificate from a certified physician must be submitted.

If the expert has taken sick leave in excess of fifteen working days in a given year, the period allowed for leave under (1) may be used to compensate for the period of sick leave in excess thereof.

The expert is not entitled to receive remuneration for the number of working days of leave over those allowed for. The deduction of remuneration shall be 1/22nd of the monthly remuneration for each working day taken as leave.

Discipline and Procedure

Clause 8. Employee discipline, disciplinary procedure, appeals, complaints and other related procedures are subject to King Mongkut's University of Technology Thonburi's Regulation of Human Resources, B.E. 2550 and its amendments.

Termination of Agreement

Clause 9. This agreement is terminated on:

9.1 rescission of the agreement in accordance with Article 19 of King Mongkut's University of Technology Thonburi's Regulation of The Regulation of King Mongkut's University of Technology Thonburi on Employment of Experts, B.E. 2557.

9.2 rescission of the agreement by the university under Article 52 of The Regulation of King Mongkut's University of Technology Thonburi on Human Resources, B.E. 2550; and/or

9.3 rescission of the agreement by the university under the discretion of the Human Resources' Committee of King Mongkut's University of Technology Thonburi.

Clause 10. If the expert wishes to terminate this agreement before the ending date signified under this agreement, the expert shall serve notice to the university at least one

Any doubtful point deriving from the document shall be construed and enforced in accordance with those of the Thai version.

month in advance; otherwise, the expert will be held liable for damages caused to the university.

The university is entitled to withhold the termination of this contact for not more than ninety days after the expert wishes to terminate this contract if it is deemed necessary for the benefits of the university.

Clause 11. If the university wishes to terminate this agreement prior to the signified ending date under this agreement, the university shall serve written notice to the expert prior to the following payment date; the termination of the contract shall be effective in the following payment date.

Clause 12. When this agreement is terminated, the university shall pay the remuneration up to (and including) the date of termination.

In the case of alien experts, the university shall pay accommodation allowance in proportion to the amount the expert should receive up to the date of termination.

Clause 13. Severance Pay is subject to King Mongkut's University of Technology's Severance Pay Rule, B.E. 2557.

Settlement of Disputes

Clause 14. In case there is a question arising from this agreement, the expert agrees to abide by the interpretation of the university.

Clause 15. This agreement is subject to Thai laws and in the case of any dispute arising from this agreement, the expert shall submit the dispute for adjudication at a court of jurisdiction.

Clause 16. All parties agree that the annex constitutes an integral part of this agreement and accordingly sign their names on every page of the annex as evidence hereof.

This agreement is made in three duplicates and all parties have read and fully understand the content therein, and accordingly sign their names as evidence hereof.

Any doubtful point deriving from the document shall be construed and enforced in accordance with those of the Thai version.

..... University
(Assis. Prof. Sumet Angkasirikul)

..... Expert
(.....Dr. Work Jobs.....)

..... Witness
(.....ชื่อ-สกุล คณบดี/ผอ.สถาบัน/ผอ.สำนัก.....)

..... Witness
(.....ชื่อ-สกุล เจ้าหน้าที่หน่วยงาน.....)

This agreement contract has same statement to the Thai contract version No.สถาบ. กรอกให้....

Certified Correct Translation

.....ผอ. สถาบ. ดงนาม.....

(Miss Chantana Putaraporn)

Director of office of Human Resource Management