**King Mongkut’s University of Technology Thonburi**

**University Staff Employment Contract**

Executed at King Mongkut’s University of Technology Thonburi

Date Month Year

 This contract is entered into by and between King Mongkut’s University of Technology Thonburi, by **Asst. Prof. Sumet Angkasirikul**, **vice president for human resources**, authorized to execute this contract no. 0086/2558 dated January 23, 2015 on behalf of King Mongkut’s University of Technology Thonburi, hereinafter referred to as “Employer” as one party and; Mr./Mrs./Miss , ethnicity , nationality , residing at House No. , Soi ,

street , subdistrict , district ,province , hereinafter referred to as “Employee” as another party.

Both parties have agreed as follows:

 Clause 1. Employer agrees to employ and the Employee agrees to accept such employment in the position of under the affiliation of sub-division/department/project faculty/division/institution/office ,

King Mongkut’s University of Technology Thonburi, as a full-time employee/part-time employee with an amount of working time of per working day/week, with an employment period of year (s) months days starting from date month year to date month year In the event of employment renewal by King Mongkut’s University of Technology Thonburi using the University Staff Employment Contract extending the period of work as above-specified, it shall be deemed a renewal of this contract and shall be incorporated by reference and the Employee agrees to provide his/her service in accordance with such term, in such position, and under such affiliation.

 Clause 2. Employer shall compensate the Employee with a monthly salary in the amount of baht ( ) drawn from the office of affiliation of , fund.

 Clause 3. Employee shall devote his/her time to the execution of assignments using his/her skills and knowledge at his/her best and **shall not accept any other employment or services throughout the term of this contract.**

Clause 4. Employee’s normal working hours as specified by the university are Mondays to Fridays, 8.30-12.00 hrs., and 13.00-16.30 hrs. except otherwise agreed in writing.

 Clause 5. Employee shall execute works as assigned by the Employer or any other assignments as may be given in accordance with the rules and regulations specified by the Employer.

 Clause 6. Employee shall not do or refrain from doing anything which may cause damage to the Employer and shall behave in good ethics pursuant to King Mongkut’s University of Technology Thonburi’s Regulation on Human Resources Administration B.E. 2550 (2007) and its amendments or any other regulations issued by the university.

 Clause 7. As a security for this contract (applies to employees with the posts specified in Schedule 1 only), Employee shall provide the following security to Employer:

* 1. Guarantor (s) (specify his/her name) ;
	2. Cash in the amount of baht ( )
	3. Land title deed/condominium title deed no. , subdistrict no.

Sheet number covering an area of rai gjarn sq.wah. located at subdistrict district province

Approximate price baht ( )

* 1. Other assets

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 Clause 8. Employee shall neither withdraw the security in Clause 7. nor transfer, assign, pledge his/her credits, or make any other encumbrances to the above secured property during the term of his/her service and the term for which the Employee holds accountable to the Employer.

 The return of the secured property in Clause 7. shall be made by the Employer to the Employee without any interest.

Clause 9. If the Employee causes, or partially involves in the cause of, any damage to the Employer, the Employee agrees that his/her security money or security assets in Clause 7. shall be forfeited or enforced immediately without prior notice, or his/her guarantor shall be enforced as a joint and several debtor.

 The forfeit or enforcement in the first paragraph shall not excuse the Employee and his/her guarantor from any incurred liability and they shall be jointly and severally liable until the Employer is fully indemnified.

Clause 10. In the event of loss, damage, disposal, or encumbrance of the security in Clause 7., the Employee shall notify the Employer and provide other security with greater value within 30 days from the date of loss, damage, disposal, or encumbrance.

 In the case of guarantor’s death or insolvency during his/her guarantorship, the Employee shall provide a new guarantor within 2 months from the date of death or insolvency of the previous guarantor. The new guarantor shall comply with the existing terms and his/her gurantorship shall be effective for the remaining term of this contract.

Clause 11. This contract shall be terminated if:

1. The term of this contract or its renewal according to Clause 1. is completed;
2. The Employee is dead;
3. Either party to this contract terminates this contract by prior notice of at least 15 days;
4. The Employer terminates this contract following an officially- recognized doctor’s opinion that the Employee is unable to remain in his/her service due to his/her health;
5. The Employer terminates this contract due to Employee’s incompliance with Clause 5.;
6. The Employee does not pass the evaluation requirements conducted by the university.

Clause 12. Upon termination according to Clause 11., the Employer shall continue to pay the salary until the last day of employment of the Employee. Such payment shall be made at the last working day at the end of the month.

Clause 13. The Employee shall be entitled to welfares relating to medical expenses, leave, and others benefits as may be specified by the university.

Clause 14. In case of first employment, a probation and follow-up period of 3 months shall be conducted. If the Employee’s performance during the probation is considered unsuitable, the Employer may terminate this contract. If the Employee’s performance during the probation is considered suitable, the Employer will continue the Employee’s employment.

The severance pay shall be made in accordance with the King Mongkut’s University of Technology Thonburi’s Regulations on the Payment of Severance Pay B.E. 2557 (2014).

Clause 15. The attached schedules shall be incorporated as part of this contract.

This contract is made in 3 original copies, each has equal tenor and effect. Both parties have read and understood the contents thereof and agreed to comply with the terms and conditions contained therein. Therefore, they executed this contract in the presence of witnesses.

 Signed Employer

 (Asst. Prof. Sumet Angkasirikul)

 Signed Employee

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 Signed Witness

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 Signed Witness

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**Documents attached to University Staff Employment Contract**

The university offers both academic and other services to its staff and employees. These services are as follows:

1. Library service

The university’s library provides books, texts, documents, journals, and instructional media to its staff and employees for their use.

1. Information technology service

The university’s computer center provides internet service and computer room for its staff and employees. The username and password for a login will be provided to them for the access to the university’s information system.

1. Medical service

The university provides medical service with doctors in specialized fields for initial treatment of its staff and employees.

This service is subject to university’s discretion.

I am willing to use the services above provided by the university and hereby agrees that my use of such services will not cause any disturbance or prejudice to other person’s rights to use the services thereof. I shall hereby comply with the rules and regulations, including customs, concerning the use of the university’s services to prevent any damage that may arise to the university.

 Signed Employer

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Schedule 1

1. Procurement staff;
2. Accountant
3. Finance administration officer;
4. Procurement officer;
5. Finance and accounting officer;
6. Procurement personnel;
7. Finance and accounting personnel;
8. Finance and accounting analyst

**Additional Information for Work Unit**

**Supporting Documents for Non-Permanent Staff/Employee Employment Contract**

1. For employment of not over 6 months, use the service agreement form;

2. For employment of over 6 months, head of the work unit/project must comply with the following:

 🞎 Head of work unit/project must provide 1,500 baht/person/year to cover the following costs:

* Accident insurance;
* Annual health check;
* Cost of identity card making.

(The above rate is subject to change due to circumstances.)

* Head of work unit/project must pay:
* Welfare and healthcare expenses of 7% from fiscal year 2013 onwards. If there is any change, a notification will be made.
* Work unit/project must make 2%-3% contributions in case if non-permanent staffs and employees wish to apply for a provident fund (staff or employee aged over 60 years is not entitled to this benefit).

3. Head of work unit/project must allocate a portion of the budget as a severance pay in case of termination of employment.

 Signed Head of work unit/project

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