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| **Employment Contract for Productive Employees to Enhance the University's Potential According to the Timeframe (Competitive Track)** | **For Official's Note** |
| Contract No......................... |
| This Agreement is entered into on ……………………..……………………………………………. at Chulalongkorn University, between Chulalongkorn University, by.................................................................................................................................................. Position ……............................. ..................................................... authorized by Chulalongkorn University Order no. 3891/2563 dated 1 July 2020, hereinafter referred to as "Chulalongkorn University" and .............................................................................. age ….…………… years old, domicile at….…………………..…………….…………………… Postal code ……………………, hereinafter referred to as “Competitive-Track Employee” whereby the Competitive Track Employee agrees to work according to the following details and conditions:  Article 1 Chulalongkorn University agrees to hire a Competitive Track employee to work in the position............. ……………………………………………………………… Affiliation: ………………………………..………………………………………………… for the duration of …………………………........ year(s) .......................... month(s) …………………………………………………………… from date.................... month………..………………... Year.................... Until date......................... month................................... Year..................…..………… which is the last day of employment.  Article 2. Competitive Track Employee is paid at the rate of…….…................. baht per month (................................................................) from the date of commencement of work onwards.  Article 3. The wages referred to in Article 2 will be paid to Competitive Track Employees on a monthly basis on the last work day of the month and tax and other deductions Competitive Track Employee must pay will be deducted upon disbursement of payment.  Article 4. A Competitive Track Employee is entitled to a fully-paid leave as necessary for a given year of contract according to the established criteria in Chulalongkorn University Announcement on Hiring of Productive Employees to Enhance the University’s Potential According to the Timeframe (Competitive track), B.E. 2562 (2519) stating that a Competitive Track Employee is entitled to take leave as follows:  (1) Sick leave: Sick leave shall be granted only for the actual sick days but not exceeding 30 working days per year.  (2) Personal Leave: not exceeding 3 working days per year.  (3) Vacation Leave eligible after 1 year of university employment and shall not exceed 10 working days per year.  (4) Maternity Leave: not exceeding 98 days, including holidays during the leave period.  (5) Paternity Leave to care for the child and wife: not exceeding 15 days per each pregnancy which includes holidays during the leave period  In the event that the Competitive Track Employee takes more than the specified days for each type of leave with special approval from the head of the department, the University has the right to deduct wages based on the number of days of excess leave and not considered absence from work.  Article 5. Competitive Track Employee is entitled to benefits and privileges as determined by the Personnel Management Committee, but is not eligible to become a member of the University Provident Fund.  Article 6. A Competitive Track Employee agrees to strictly comply with the regulations of Chulalongkorn University on Productive Employees to Enhance the University's Potential according to the Timeframe (Competitive track) B.E. 2562 (2019), and rules, regulations, announcements, or other orders of Chulalongkorn University including those of the affiliated entity which are already in force on the date of this contract, and in the future, and the said rules, regulations, announcements, or orders shall be deemed part of this contract.  2.  Article 7. This contract shall be terminated in accordance with the regulations of Chulalongkorn University on Productive Employees to Enhance the University's Potential according to the Timeframe (Competitive Track) B.E. 2562 (2519) when  (1) Termination of the contractual period  (2) Competitive Track Employee is deceased  (3) Competitive Track Employee resigns by submitting a letter of resignation at least one month in advance.  (4) Chulalongkorn University terminates the employment contract due to one of the following reasons:  (a) The performance of Competitive Track Employee does not meet employment contract's terms or assignment sheet.  (b) Competitive Track Employee fails to comply with the employment contract or assigned workload.  (c) Competitive Track Employee commits a fraudulent act or intentional criminal act against the University.  (d) Competitive Track Employee deliberately or apparently causes damages to the University.  (e) Competitive Track Employee is negligent or deficient in the duties causing serious damage to the university or department.  (f) Competitive Track Employee violates the laws, rules, regulations, announcements, requirements, or orders of the University or department. and the University or department has already given written warnings, except in serious cases, the University or department is not required to give a warning.  (g) Competitive Track Employee abandons his/her duties or does not show up to perform his/her duties without a reasonable reason for 3 consecutive working days, regardless of whether or not there is a holiday in between.  (h) Competitive Track Employee receives a final sentence of imprisonment, except as a punishment for an offence committed by negligence or a petty offence.  (5) Chulalongkorn University terminates the employment contract before the end of the contract period or before the project ends. The Competitive Track Employee must be notified in writing at least 30 days in advance.  (6) Chulalongkorn University terminates the employment contract in the event that a certified physician has reviewed and deems that the Competitive Track Employee is not fit to continue working.  (7) Chulalongkorn University terminates the employment contract because the Competitive Track Employee behaved inappropriately or abandoned his/her duties without reasonable cause or committed various misconducts punishable by termination.  Article 8. Upon termination of this Agreement for the reasons in clause 7. Chulalongkorn University shall pay until the date of contract termination only.  Article 9. In the event that the Competitive Track Employee terminates the employment contract the Competitive Track Employee is responsible for completing outstanding tasks as quickly as possible.  Article 10 In the event of a problem with the execution of this contract Competitive Track Employee agrees to abide by the decision of the Personnel Management Committee  Article 11 Both parties agree that the Addendum to this Agreement, including the Job Description, and Assignment Sheet signed by the parties under this Agreement or to be amended in the future are part of this Agreement, and the Competitive Track Employee agrees to abide by such Addendum strictly in all respects.  3.  This contract is made in duplicate. Both parties having read and understood the entire substance of the contract hereby sign their names in the presence of witnesses.  ……………………………………………………. Chulalongkorn University  (………………………………………………...)  …………………………………………………… Competitive Track Employee  (………………………………………………...)  …………………………………………………… Witness  (…………………………………………………)  …………………………………………………… Witness  (………………………………………………....)  **Note: The person to sign on behalf of the President shall have an order** or power of attorney of the President, and specify the order or power of attorney in the contract. For example between Chulalongkorn University  By……..…………………………………………………… Position…………………………………………………………  authorized by University of Chulalongkorn Order no. 3891/2563 dated 1 July 2020  Hereinafter referred to as “Chulalongkorn University”, and so on. | |