Contract No..................../..................



**Khon Kaen University**

**Employment Contract for the University Official under**

**The Academic Category**

Made at: Khon Kaen University

123, Group 16, Mitrapap Road

 Muang District, Khon Kaen

Day ............... Month ..................................Year ….....

 This employment contract hereby entered into is between Khon Kaen University, by: .............................................. Position: .............................................................. as the representative or an authorized person according to Khon Kaen University’s Order No............/...... Dated ……...., herein referred to as “The University” and ………………………………..…………… aged ….. years, residing at Number: ………….. Street: …………….…. Sub-District: …………………. District: ……………….……. Province: ……………..…… Post Code: ................. Tel. ……………., herein referred to as “The University Official”. The University and The University Official agree as follows:

 1. The University agrees to employ The University Official and The University Official agrees to work for The University in the following position**:** …………..…………………………..., and in other positions additionally appointed afterwards affiliated to: ................................................ commencing on:........................................ until the end of fiscal year when reaching of sixty years of age.

2. For academic positions, teaching and research responsibilities are required in accordance with the following conditions:

 (1) **Title: Lecturer with Bachelor’s Degree or its equivalent** The University Employee is required to leave to study Master’s Degree or dual degree for Master’s and Doctoral Degree or Doctoral Degree within two years from the initial date of his/her employment with KKU.

In case the University Employee leaves to study for a Master’s Degree, but fails to obtain the degree, the contract shall be terminated from the due date that the study was approved. In the case of completion of a Master’s Degree, The University Employee is required to leave to study for a Doctoral Degree within three years from the date of receiving his/her Master's degree. If this is not completed, he/she will have to be appointed to the position of Assistant Professor within seven years from the date of receiving his/her Master's degree. In case he/she completes his/her Doctoral Degree, he/she has to be appointed to the position of Assistant Professor within seven years from the date of receiving the degree.

In the case of taking leave for a dual degree for a Master’s degree and for a Doctoral degree, but is unable to complete Doctoral Degree, the contract shall be terminated on the date that the leave for study was approved. However, should the University Employee receive a Master’s degree qualification, he/she has to take study leave for Doctoral Degree within three years from the date of graduation. If not completed, he/she has to be appointed to the position of Assistant Professor within seven years from the date that he/she received his/her Master's degree.

..........................................................

 The University Official

 Contract No.................../..................

 In case of taking leave to obtain a Doctoral Degree, but failing to complete the degree, the contract shall be terminated on the date that the leave for study was approved. Should the University Employee receive a Doctoral degree qualification, he/she has to be appointed to the position of Assistant Professor within seven years from the date that he/she received his/her Doctoral degree.

(2) **Title: Lecturer with Master’s Degree or its equivalent**The University Employee has to take leave of study for Doctoral Degree within three years from the initial date of his/her employment with KKU.

In case of taking leave for Doctoral Degree, but failing to complete the degree, The University Employee has to be appointed to the position of Assistant Professor within seven years from the initial date of his/her employment with KKU. Should the University Employee receive aDoctoral degree qualification, he or she has to be appointed to the position of Assistant Professor within seven years from the date he/she obtained his/her Doctoral degree.

(3) **Title: Lecturer with Doctoral Degree or its equivalent** The University Employee has to be appointed to the position of Assistant Professor within seven years from the initial date of his/her employment with KKU.

(4) Title: Assistant Professor. The University Employee has to be appointed to the position of Associate Professor within nine years from the date of appointment as an Assistant Professor.

In case the University employee was hired with title of Assistant Professor, The University employeehas to be appointed to the position of Associate Professor within nine years from the initial date of his/her employment with KKU.

University Employees, who were appointed before December 20, 2015, shall apply the terms of employment under the original contract of university staff members with deference.

3. University Employees, who have previously held the status of Government Official and are in academic teaching positions and are engaged in conducting research, must comply with the following terms:

(1) **Title: Lecturer with Bachelor’s Degree** These individuals have to be appointed to the position of Assistant Professor within eleven years from the date of change of status. If the time period has expired, the contract shall be terminated.

(2) **Title: Lecturer with Master’s Degree or its equivalent**These individuals have to be appointed to the position of Assistant Professor within seven years from the date of change of status. If the time period has expired, the contract shall be terminated.

(3) **Title: Lecturer with Doctoral Degree or its equivalent**These individuals have to be appointed to the position of Assistant Professor within seven years from the date that their status changes. If expired, the contract shall be terminated.

(4) **Title: Assistant Professor** These individuals have to be appointed to the position of Associate Professor within nine years from the date that their status changes. If expired, the contract shall be terminated.

In case and individual holds the position of Assistant Professor after the change of the status, the University employee has to be appointed to the position of Associate Professor within nine years from the date that their status changes. If expired, the contract shall be terminated.

..........................................................

 The University Official

 Contract No.................../..................

 4. The counting of periods under Clauses 2 and 3 do not include the period of time allowed for leave of study, training, research, or the period of time appointed for the administrative position under Clause 13 (1), (2), (3), (4), (5), (6) (11) of the Khon Kaen University Regulations on Personnel Administration 2015.

5. With respect to University employees, who neither:1) pass the evaluation orthe probationary period, 2) pass the evaluation criteria on performance, nor 3) comply with any one of the terms of this contract, The University has the right to terminate their contracts.

6. The University and the Employee of the University agree upon the monthly salary for employment starting at ……………………… Baht (..............................................................). The University Employee is also entitled to remuneration or other benefits as stated in any of The University’s Rules, Regulations, Announcements, or Orders. The University Employee is liable to pay the annual tax incurred from his or her annual income.

 7. The duties and responsibilities of The University Official shall include:

1. Instruction
2. Research and academic responsibilities
3. Academic service responsibilities
4. Fostering of arts and cultures
5. Other assigned duties

The term of reference will be in accordance with The University’s decision, or the head of department may assign the duties pertaining to the mission of the department, which shall be stated in the term of reference of each round of assessment.

The performance principle and evaluation method, terms of competency, knowledge, capacity and skills necessary for the work shall be in accordance with The University’s principles.

 8. The University Official agrees to work for The University according to the term of reference stipulated for the position with integrity, honesty, utmost responsibilities, and to seek additional knowledge and skills or act towards improvement of work and qualities.

The University Official shall preserve The University’s benefits and shall not disclose the confidential

information of The University to any person without permission from The University.

9. The University Official agrees to dedicate his or her time to work for The University to the best of his

or her capacity and shall not act in any way that will bring damage to the operation or reputation of The University both directly and indirectly. The University Official will strictly behave oneself within the working regulations and disciplines stipulated by The University.

 10. The leave granted to the University Official shall be in accordance with the Announcement of

the Personnel Administration Committee of Khon Kaen University (Number 30/2015) and the Announcement of

the Personnel Administration Committee of Khon Kaen University (Number 2/2016), on Work Hours and Work Days, Leave Taking and Payable Salary during the Period of Absence for University Officials, and the Amendment Version.

 11. Should the University Official wish to obtain leave for the following reasons: 1) to study,

2) to attend trainings or seminars, 3) to conduct research to increase academic knowledge, or4) to perform academic services, it must be in accordance with The University’s Rules, Regulations, and Announcements.

 ..........................................................

 The University Official

 Contract No.................../..................

 12. During the term of this contract, if any one of both parties wishes to terminate

the contract before the due date, the party must inform the other party in writing at least 30 days in advance, or else the party wishing to terminate the contract shall be liable to pay for any incurring damage.

 13. Causes of termination of contract:

1. The University Official shall be dismissed from the position as per Clauses 38 and 40 of Khon Kaen University Rule on Personnel Administration, 2015.
2. The University shall terminate the contract due to the diagnosis of The University’s authorized doctor with indication that The University Official’s health condition shall not allow The University Official to continue working.
3. The University Official violated this contract, or through certain action, caused damage to The University.

 (4) Not in accordance with the term as per Clause 2, 3, and 5 of this contract and The University’s reference.

 (5) The University has an order of dismissal for the University Official as per Clause 14 of this contract.

 14. During the term of this contract, The University has full rights to dismiss The University Official due to any one of the following causes:

1. Dishonesty in the duty or intentional offense towards The University
2. Intending or purposely acting in a way that causes severe damage to The University
3. Violating The University’s or an organization’s work rule, regulation, or order, which has been established under the laws and righteousness; and which The University Official has been cautioned in writing, except a severe case that does not need caution by The University or the relevant organization.

 Warning Notice is effective for not more than one year as of the date of infringement.

1. The University Official is being sentenced to imprisonment from a case of

negligence or misdemeanor, which causes damage to The University.

 15. Compensation payment to The University Official follows Khon Kaen University Regulations on Compensation Rates, 2016 and the Amendment Version.

 16. If The University Official does or omits his or her duties or acts in any means during the term of employment that affects The University, The University Official consents to pay for all of the damage caused within the time set by The University, or consents to the deduction of his or her salary, or other payments The University Official is entitled to receive from The University for compensation of the damage, except only the case of force majeur.

 17. During the term of employment, The University Official consents to the change of

his or her position at the discretion of The University and consents to the transfer of his or her position to another organization at the discretion of The University.

 18. The University Official and The University are able to make an attachment of

additional details to this contract at their discretion. The additional details will be part of this contract.

..........................................................

 The University Official

 Contract No.................../..................

 19. During the term of employment under this contract, if The University Official has created a new invention or work piece, the patent of the invention or work piece will belong to Khon Kaen University.

This contract was made in duplicate containing the same wordings. The two parties have read through and understood the contract, and signed in front of the witnesses. Each copy is to be held by each party.

 (Signed) .................................................. For The University

 (..................................................)

 (Signed) ..................................................The University Official

 (..................................................)

 (Signed) .................................................. Witness

 (..................................................)

 (Signed) .................................................. Witness

 (..................................................)

**Remark:** The attachment(s) (if any) include(s):

 1. ........................................................................................................... - ...... pages
 2. ............................................................................................................ - ...... pages