



EGAT 97(3)-13

memorandum of understanding

Receiving subsidies from the Electricity Development Fund for activities under Section 97(3)

## Fiscal year 2025

Construction project for a reinforced concrete walkway between Building 5 and the cafeteria at Ban Khai Technical College

Nong Lalok Subdistrict, Ban Khai District, Rayong Province

of Ban Khai Technical College

Memorandum of Understanding No. EGAT 2102/23/2021

This Memorandum of Understanding is made at the Rayong Provincial Electricity Development Fund 2, No. 168/4-10, Village No. 3, Nong Lalok Subdistrict, Ban Khai District, Rayong Province, on February 1-7, 2021, between the Rayong Provincial Electricity Development Fund 2, represented by Mr. Wichit Phaphonngam, District Chief of Ban Khai, Secretary of the Electricity Generating Authority of Thailand, Rayong Provincial Electricity Development Fund 2, who is the authorized representative of the Chairman of the Community Development Committee in the Area Surrounding the Power Plant, Rayong Provincial Electricity Development Fund 2, pursuant to the Order of the Community Development Committee in the Area Surrounding the Power Plant No. 003/2022, dated March 25, 2022, hereinafter referred to in this Memorandum of Understanding as the "Rayong Provincial Electricity Development Fund 2", on the one hand, and Ban Khai Technical College, represented by Mr. Yuthapan Kotphan, Director of Ban Khai Technical College, located at Ban Khai Technical College, Village No. 11, Nong Lalok Subdistrict, Ban Khai District, Rayong Province, hereinafter referred to in this Memorandum of Understanding as the "Sponsored Party", on the other hand.

The beneficiary has agreed to proceed with the project to construct a reinforced concrete walkway between Building 5 and the cafeteria at Ban Khai Technical College, Nong Lalok Subdistrict, Ban Khai District, Rayong Province. This project will be implemented within the Ban Khai Technical College premises. The project targets 2,800 vocational students at Ban Khai Technical College, 120 educational personnel at Ban Khai Technical College, and 4,000 parents, students, and government officials. The budget requested for support from the Rayong Provincial Electricity Development Fund 2 is 464,600.00 baht (four hundred sixty-nine thousand six hundred baht). The agency is to complete the procurement in accordance with the Government Procurement and Supplies Management Act within 30, 2025. 120 days, or four months, after the memorandum of understanding between the agency and the fund has been completed. and complete the work within the fiscal year 2025, that is, by September 30, 2025. If the work is not completed within the specified time period, the Community Development Department will propose the cancellation of the community project and have all agencies complete the work and close the community project accounts by September 30, 2025. There will not be any extension of the community project operation period in any case after September

correct copy

  
(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

both...

Both parties have therefore agreed to set the conditions for the project implementation regarding the receipt and disbursement of funds from the Rayong Provincial Electricity Development Fund 2 for the implementation of the community project as follows:

Section 1. Operational procedures and disbursement of funds based on operational results

One installment, disbursement of the amount of 4694,600.00 baht (four hundred sixty-nine thousand six hundred baht) when the agency makes a memorandum of understanding with the fund and proceeds according to the Government Procurement and Supplies Management Act B.E. 2560 until a contractor is obtained and a contract or sales contract is made, along with a letter requesting disbursement of funds to continue carrying out work according to the contract with the contractor.

Section 2.2 The subsidy recipient will use the funds received to carry out projects approved by the Rayong Provincial Electricity Development Fund 2, in accordance with the relevant regulations of the supported agency, as follows:

2.1 Use the money only for the allocated activities by showing complete evidence of spending and keeping the evidence ready for inspection at all times and return the remaining money along with interest and fines (if any) after the project is completed to the Rayong Provincial Electricity Development Fund 2 within 15 days.

2.2 Request approval from the Rayong Provincial Electricity Development Fund 2 when the project undergoes any changes, particularly changes in methods and budgets that differ from those previously approved, provided that the community project objectives remain unchanged and remain within the budget approved by the Energy Regulatory Commission. Prior to procurement, a letter must be sent to the Energy Regulatory Commission requesting approval of the changes before the implementation of the community project by March 1, 2025, along with a statement of reasons and details of the requested changes for the Energy Regulatory Commission's consideration and approval before proceeding.

2.3 If the community project cannot be implemented as approved by the Energy Regulatory Commission (ERC) and it is necessary to cancel the community project, the project cancellation must be notified to the Energy Regulatory Commission (ERC) and the reasons and necessity must be provided by June 1, 2025.

2.4 The recipient of a subsidy from the fund must announce or state in writing that they are "supported by the Rayong Provincial Electricity Development Fund 2" and display the Rayong Provincial Electricity Development Fund 2 logo in the activity area, office, materials, equipment, and project publications as determined by the Rayong Provincial Electricity Development Fund 2.

2.5 In the case of organizing activities, the person who has been allocated funds must submit an action plan specifying the activity period at least 2 weeks in advance for the Rayong Provincial Electricity Development Fund 2 to consider participating in the activity and invite representatives of the Rayong Provincial Electricity Development Fund 2 or project monitoring officers of the Rayong Provincial Electricity Development Fund 2 to participate in every supported activity.

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/Section 3 Recipient...

  
(Mr. Yuthapan Kotphan)  
Director of Ban Khai Technical College

Section 3. The subsidy recipient must supervise and control the project implementation to ensure its completion according to the plan, operations and disbursement of the funds as approved by the Rayong Provincial Electricity Development Fund 2.

Section 4. The subsidy recipient must prepare, supervise and implement a management plan, at least in the following matters:

4.1 Preparation of personnel, both administrative and operational, to carry out various activities according to the proposed community project.

**4.2 Coordination and public relations signs for both related organizations and People in the area**

4.3 Prepare a progress report according to Form (นพ 97(3)-20) every quarter until the community project is closed. If there is no progress report, it will not be considered in the budget request for the following year.

Section 5 Documents which are considered part of the community project support agreement include:

(1) Documents for requesting a community project for the Electricity Development Fund for the development or rehabilitation of local areas affected by the operation of the approved power plant and the resolution of the community development committee in the area surrounding the power plant that approved the project with details (EGAT 97 (3) 03)

(2) Blueprints and estimated costs (if any)

(3) Details of the contractor or seller (if any)

(4) A copy of the bank account in the name of the project support agency to receive the money.

2, with signature of certification. Support from the Anti-Corruption Document  
Support from the Electricity Development Fund of Rayong Province 2, with signature of certification. Rayong Province

**Fund, the Electricity Generating Authority of Thailand Fund in the designated area.**

a) Guidelines for creating project publicity signs according to the format specified by the Energy Regulatory Commission.

b) Copies of the government official ID cards of 3 people responsible for the community project.

Ready to sign certification

Section 5 The Electricity Development Fund in the announced area will allocate a budget to support the beneficiaries. Support as detailed in the approved plan by the Electricity Development Fund in the announced area, which will be considered as part of this agreement. The Electricity Development Fund of Rayong Province 2 will pay this subsidy check to the bank account of the supporter, account name Ban Khai Technical College, to receive support from the Electricity Development Fund of Rayong Province 2. Krungthai Bank, Nikhom Phatthana Branch (Rayong), account number 844-0-53516-3. The supporter is responsible for preparing a receipt for the agency for the amount received to the Electricity Development Fund of Rayong Province 2 within the day the check is received. The receipt of the community project check must be the person responsible for one of the three projects only and must send a letter acknowledging the transfer acceptance to the fund within 5 business days.

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(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

/Item 7 in ...

Section 7 In the event of a dispute arising from this memorandum of understanding, the Rayong Provincial Electricity Development Fund

2 shall submit a proposal to the Community Development Committee in the area surrounding the power plant for consideration and decision to determine appropriate methods and measures.

Section 8: In the event that it is clearly evident that a community project will not be beneficial or there is a risk that the community project will not be successful, the Rayong Provincial Electricity Development Fund 2 may order the recipient to temporarily cease operations or to be cautious of actions that cause damage until the facts have been clarified, improvements have been made, or corrections have been made as determined by the Community Development Committee in the area surrounding the power plant.

Section 4: If the beneficiary is unable to carry out activities according to the agreed-upon plan, is unable to make improvements as determined by the Community Development Committee in the area surrounding the power plant, is unable to submit activity performance reports or disbursement reports to the Rayong Provincial Electricity Development Fund within or the specified timeframe, due to no fault or negligence on the part of the Rayong Provincial Electricity Development Fund, or force majeure, or any other circumstances for which the contracting party is not legally liable, the Rayong Provincial Electricity Development Fund reserves the right to cancel the support contract. The Rayong Provincial Electricity Development Fund will consider compensating only the portion of work the beneficiary has performed, based on the value of the work that can be utilized and to the extent that it has been performed in good faith.

Item 10: In the event that a recipient of support encounters problems or obstacles that prevent them from implementing the project in accordance with the operational plan, they must report this to the Fund within 30 days. If this deadline is exceeded, the Rayong Provincial Electricity Development Fund 2 will assume that their agency does not wish to use the funds to implement the community project, and the Fund will refund the funds to the Energy Regulatory Commission (ERC) in accordance with regulations.

Item 11: When a community project is completed, copies of all community project implementation documents at every stage must be submitted to the Fund, along with a progress report on project closure, within 30 days of completion.

In accordance with the resolution of the Community Development Committee in the Area Surrounding the Power Plant (CDPC) Meeting No. 1/2025 (No. 75), the details of the guidelines for implementing community projects for fiscal year 2025 have been included in the memorandum of understanding for receiving subsidies from the Electricity Development Fund under Section 97 (3) between the Rayong Provincial Electricity Development Fund 2 and the agencies requesting the fiscal year 2025 budget to ensure smooth operations.

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/so...



(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

Therefore, to ensure smooth implementation of community projects for the fiscal year 2025, agencies requesting a budget for the fiscal year 2025 from the Rayong Provincial Electricity Development Fund 2 must operate in accordance with the guidelines for implementing community projects for the fiscal year 2025 as follows:

1. The agency shall proceed in accordance with the memorandum of understanding (EGAT 97 (3)-13) and the Ministry of Finance regulations on government procurement and materials management, 2017.

2. If a community project cannot be implemented as approved by the Energy Regulatory Commission (ERC), and it is necessary to change the project details due to economic conditions and the appropriateness of the project implementation, provided the community project objectives remain unchanged and remain within the budget approved by the Energy Regulatory Commission (ERC), prior to procurement, a letter must be sent to the Energy Regulatory Commission (ERC) requesting approval of the change prior to implementation of the community project by March 1, 2025. The letter must include the reasons and details of the requested change for the Energy Regulatory Commission (ERC)'s consideration and approval prior to implementation.

3. If the community project cannot be implemented as approved by the Energy Regulatory Commission (ERC) and it is necessary to cancel the community project, the project cancellation must be notified to the Energy Regulatory Commission (ERC) and the reasons and necessity must be provided by June 1, 2025.

4. Agencies must complete procurement within 120 days, or four months, after the memorandum of understanding between the agency and the Fund is finalized. The community project implementation period will not be extended under any circumstances. If the project is not completed within the specified timeframe, the CPOR will propose the cancellation of the community project. All agencies must complete the project and close the community project accounts by September 30, 2025.

5. The Fund will disburse the budget and issue a cash check when the agency has taken the following actions: 5.1

Community projects of the procurement type shall proceed in accordance with agency regulations until a contractor is selected. The agency shall sign the purchase contract/employment contract and the operations plan and request disbursement of funds.

5.2 Activity-type projects will be able to withdraw funds when the agency has prepared a work plan and schedule, along with a request for funds and an invitation to participate in the activity. A report on the results of the project must be submitted within 30 days after completion, so that the Fund can send a summary report to the Energy Regulatory Commission (ERC) in accordance with the ERC's opinions and suggestions.

5.3 Personnel hiring projects to carry out hiring operations in accordance with agency regulations, including signing contracts and requesting disbursement of funds, and completing hiring operations within the fiscal year 2025, i.e., by September 30, 2025.

6. Upon receiving the cash check, acknowledge the transfer of funds back to the Fund within

5 business days. 7. Prepare a progress report using Form (นร 97(3)-20) every quarter until the community project

is closed. If no progress report is provided, it will not be considered for the next year's budget request.

8. When the community project is completed, copies of the community project implementation documents at every stage are provided to the Fund (the project must be closed within 30 days after completion).

Agencies requesting a budget for the fiscal year 2025 must complete their work by September 30, 2025, and submit all documents by October 10, 2025. If documents are not submitted within the specified timeframe, the NBTC will not consider community projects and cancel the preparation of the 2026 budget agreement for all projects of that agency. A certified copy is required.

/9. Deliver...

  
(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

4. Return the remaining money from the operation together with interest (if any) to the Electricity Development Fund.

Rayong Province 2 within 10 days after the end of the community project operation 0 days

such

as road work

10. Create public relations signs for community projects according to the nature of the various types of work. Place signs at the project start point. For building construction, attach signs clearly to the building. For equipment procurement, attach symbols on equipment of appropriate size for the work, etc. And to ensure sustainability, use spray paint with symbols on every piece of equipment.

11. Prepare 2 copies of the ID cards of the 3 civil servants responsible for the project per project, indicating their positions, to make a memorandum of understanding with the fund, along with a copy of the bank account statement indicating receipt of funds from the Rayong Provincial Electricity Development Fund 2.

12. Documents for requesting disbursement of funds for community projects include:

-Copy of the agreement memorandum

-Copy of notification of consideration results

-Copy of bank account

-Copy of all documents, memorandums, purchase orders, and contracts until the contractor is selected.

-Community project implementation plan

- Letter requesting to withdraw money

13. The agency shall appoint a local CPF to inspect the delivery of the work before the work is accepted. This allows the CPF and the fund officials to go to the area to inspect the work before the agency accepts the work or before paying the contractor.

14. The signing of the memorandum of understanding must be done only at the Rayong Provincial Electricity Development Fund Office 2.

15. Strictly adhere to the guidelines for implementing community projects in fiscal year 2025.

correct copy



(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

/ record...

This memorandum of understanding for the support of the project to construct a reinforced concrete walkway between Building 5 and the cafeteria at Ban Khai Technical College, Nong Lalok Subdistrict, Ban Khai District, Rayong Province, for 464,600.00 baht (four hundred sixty-nine thousand six hundred baht) is correct and identical. Both parties have read and understood the contents in detail and have signed their names as evidence in the presence of witnesses, and both parties will each keep a copy.

sign 

(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

Person responsible for community projects

sign.. 

(Mr. Wichit Phaphongnam)

Ban Khai District Chief

Secretary of the CDC

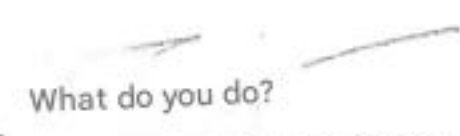
Acting as the Chairman of the Energy Regulatory Commission

sign.. 

(Mr. Charoen Srisang)

Deputy Director of Ban Khai Technical College

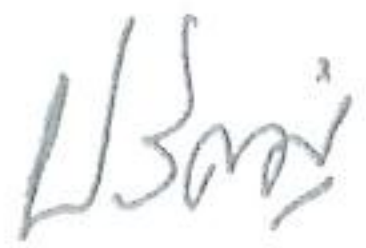
witness

sign..  What do you do?

(Ms. Ratchaneechai Chitbanjong)

Head of General Administration

witness

sign.. 

(Second Lieutenant Parinya Temrak)

Deputy Director of Ban Khai Technical College

witness

sign..... 

(Ms. Thamolwan Prasertphon) Project

Management Officer

witness

correct copy

  
(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College



Signature Blood type AB

Card issue date: December 9, 2022

Civil servants, teachers and educational personnel

No. 3232/2022

Name: Mr. Yuthapan - Khotphan

Position: Specialist Director

Chonburi College of Agriculture and Technology

National ID number 3 3103 00227 14 2

Second Lieutenant

55 (Thanuwongchinda)

Position: Secretary-General of the Vocational Education Commission  
card issuer

Card expires on December 8, 2028.

correct copy

(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

correct copy

(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College



Cardholder's national identification number

3-4501-01382-91-1

name

Mr. Charoen Srisaeng

Position: Deputy Director of Expertise

Ban Khai Technical College

signature

Blood Group O

(Mr. Suthep Kaengsanthia)

Position: Secretary-General of the Vocational Education Commission

card issuer

cheap copy

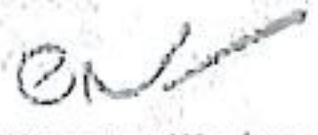
(Mr. Charoen Srisang)

Deputy Director of Resource Management

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(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

|                                                                                   |                                                                                      |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
|  | Civil servants, teachers and educational personnel                                   |
|                                                                                   | No. 9/2024                                                                           |
|                                                                                   | Name: Second Lieutenant Parinya Temrak                                               |
|                                                                                   | Position: Deputy Director with Special Expertise,<br>Map Ta Phut Technical College   |
|                                                                                   | National Identification Number 5 2001 00049.42 6                                     |
|                                                                                   |  |
|                                                                                   | (Mr. Yotsapon Wenkoset)                                                              |
|                                                                                   | Position: Secretary-General of the Vocational Education Commission,                  |
| Signature Blood type A                                                            | Card Issuer                                                                          |
| Card issue date: January 2, 2024                                                  | Card expires on January 1, 2030.                                                     |

correct copy

ว่าที่ร้อยตรี 

(Parinya Temrak)  
Director of Planning and Cooperation

correct copy



(Mr. Yuthapan Kotphan)  
Director of Ban Khai Technical College



Council of Engineers

คณะกรรมการวิศวกรรมฯ พ.ศ. ๒๕๖๒

Issuing this card does not cost anything, that means

กรรมการ วิศวกร

ลิขสิทธิ์ของวิศวกรรมฯ

ใน The K.W.Witthayaram branch in

สาขาวิศวกรรมฯ

สาขาวิชา วิศวกรรมฯ

สาขาวิชา วิศวกรรมฯ



Certified true copy



In the license to practice engineering under the Engineering Professional Act B.E. 2552



ชื่อ นาม นาม Love Naporn

เลขที่ใบอนุญาต ๒๒๑๐๕๐๐๔๖๗๓๐๔

สาขาวิชา วิศวกรรมฯ

นาม Phakwiphawan

bysa 18 and 2080 171 12037

สาขาวิชา วิศวกรรมฯ

Love Khok. 3677 2007

Certified true copy



260199



Thai National ID Card 3 2105 00467 30 0

Contact Number

First name and last name: Mr. Nara Raksaphon

My name is Mr. Okay

Last house Raxaphon

Born on April 7, 1974

Date of Birth 7 Apr. 1974

Religion Buddhism

Address: 29 Village No. 3, Nakaratham Subdistrict

This Sae District, Chumphon Province

14 R.R. 2533

14 Mar. 2019

14 Mar. 2019

14 Mar. 2019



Police officer

TO 2539

In Padmai Kor

8 Apr. 2020

Date of Expiry

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BEST-2.0-03-2560

Certified true copy

Thailand  
THAILAND

correct copy



(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

### Example project sign

|                                                                                                                                                                                                                                                            |                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|    |                                                                         |
| Project name                                                                                                                                                                                                                                               | <b>Public Health Staff Contracting Project</b>                          |
| Budget sponsor                                                                                                                                                                                                                                             | Rayong Provincial Electricity Development Fund 2                        |
| Budget amount                                                                                                                                                                                                                                              | 900,000.00 baht                                                         |
| fiscal year                                                                                                                                                                                                                                                | ๒๕๖๖                                                                    |
| Person responsible for the project                                                                                                                                                                                                                         | <b>1.Mr.Fund Support</b><br>2. Mr. Ngern Budget<br>3. Mr. Rap Phatthana |
| Responsible agency                                                                                                                                                                                                                                         | Ban Khai District Administrative Office                                 |

### The message of the sign includes:

1. Name of the project that received the allocation
  2. Name of the Rayong Provincial Electricity Development Fund 2
  3. The Energy Regulatory Commission (ERC) logo and the Electricity Development Fund logo
  - 4. Budget amount and fiscal year**
  5. Person responsible for the project
- (No other messages that are not related to the fund may be included.)

**Location:** The fund sign or symbol should be posted at the project site and be clearly visible.

### Label size

The size of the gift label must be no less than 30 cm. x 60 cm.

The size of the indoor sign must not be less than 60 cm. x 100 cm.

The size of the outdoor sign is 1.20 m. x 2.40 m., except in cases where the location is not suitable for a sign of this size, an appropriate size may be used. Outdoor signs must use materials that are durable and resistant to weather conditions.

\*\*\*Do not include any other messages other than those specified by the Energy Regulatory Commission.\*\*\*

correct copy

  
(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College



Ban Khai Technical College

Temporary employment contract for the position of contract teacher

Employment contract number 078/2025

Fiscal year 2025



This employment contract is made at Ban Khai Technical College, Office of the Vocational Education Commission, on 15 May 2025, between Mr. Yuthapan Kotphan, Director of Ban Khai Technical College (authorized by the Office of the Vocational Education Commission according to Order No. 1020/2014 dated 8 August 2014), hereinafter referred to in this contract as "the employer" on the one part, and Ms. Supassara Chiang Huat, born on 30 May 1997, national identification card number 1219900605175 issued at Mueang District, Rayong Province. Card issue date: 16 June 2021. Card expires on 29 May 2030. Currently 27 years old. Address according to ID card: House No. 5/7, Soi Bon Kai, Chai Krapom Road, Choeng Noen Subdistrict, Mueang Rayong District, Rayong Province, Postal Code 21000. Telephone: 096-858-6901. Hereinafter in the contract will be called the Contractor. Both parties agree to enter into a contract with the following text:

Clause 1. The Employer agrees to hire the Contractor to work as a Contract Teacher in the Mechatronics Department at Ban Khai Technical College. The contract is for a period of 4 months and 15 days (2025 budget year), effective from May 15, 2025, the commencement date, to September 30, 2025. The Contractor will receive a monthly salary of 15,000 baht, based on a Bachelor's degree from the Faculty of Industrial Education and Technology, majoring in Electronics Technology, from King Mongkut's Institute of Technology Ladkrabang, Bangkok, as collateral. The Contractor will pay the Contractor a monthly salary on the last working day of the month, and the Contractor agrees to allow the Employer to deduct the salary as a contribution to the Social Security Fund and savings from the said salary (if any). In the case of the Contractor (Contract Teacher), the Contractor will receive an hourly teaching remuneration exceeding the regular teaching load as determined by the Employer according to the teaching schedule. or work assigned both during and outside of official hours from the budget for compensation, use and materials and/or basic education subsidy and/or education maintenance funds as specified in the regulations of the Ministry of Finance

Section 2. Employees who begin work for the first time (new applicants) must work for a probationary period of three months. If the employer deems it appropriate to extend the probationary period, the employee agrees to allow the employer to extend the probationary period, but the total probationary period must not exceed six months. During this period, the employee must undergo a performance evaluation every six months, according to the employer's performance evaluation form. If the employee fails the probationary period or the performance evaluation, the employment contract is immediately terminated.

Signed.. Contractor

/Section 3. Contractor..

Section 3. Employees who have completed the probation period as described in Section 2 are considered temporary employees of the college.

Employees are required to undergo performance evaluations based on the employer's evaluation form twice a year (the first evaluation is between October 1 and March 31, and the second evaluation is between April 1 and September 30). If the employee passes the performance evaluation, the employment contract will be renewed for one (1) term at a time.

Section 4. The Contractor shall strictly comply with the rules, regulations, announcements, and orders of the Employer or those the Employer is required to adhere to, which are in effect at the time of this contract and/or which will be enforced in the future. The rules, regulations, announcements, and orders of Ban Khai Technical College shall be considered an integral part of this contract.

Clause 5. On the date of this contract, the Contractor has arranged for Mr. Banditsak Srisopa, a person known as an acquaintance, who currently works as a government employee, teacher in the Electronics Department, with a salary/compensation rate of 31,140 baht/month and works at Ban Khai Technical College, Rayong Province, to enter into a contract guaranteeing the performance and responsibilities of the Contractor under this contract. In the event that the guarantor dies, is ordered by the court to be placed under absolute receivership, or is adjudged bankrupt, or the Employer deems it appropriate to replace the guarantor, the Contractor must arrange for a new guarantor to enter into a replacement guarantee contract within 30 (thirty) days of the original guarantor's death, the court to be placed under absolute receivership, or is adjudged bankrupt, or the date the Employer is notified of the replacement guarantee, as applicable. If the Contractor is unable to find a new guarantor to enter into a replacement guarantee contract within the specified timeframe, the Employer has the right to terminate this contract immediately.

Clause 6. During the performance of duties under this contract, the Contractor shall conduct himself in a manner of good moral character and shall strictly maintain discipline as prescribed below.

**6.1 Perform duties according to the specified duties and/or other duties assigned by the supervisor**

with determination and maintain the regulations of Ban Khai Technical College to create good results and advancement and reputation for the work of Ban Khai Technical College.

**6.2 Dress neatly and respectfully while performing duties or as announced by the college.**

**6.3 Perform duties with honesty and integrity. Do not allow or allow others to use their duties, whether directly or indirectly,**

to gain benefits for themselves or others in an improper way and participate in activities within the educational institution both inside and outside the institution.

outside regularly

**6.4 Do not make false reports to your superiors.**

**6.5 Must maintain confidentiality of duties and must not disclose them improperly.**

**6.6 Maintain unity among coworkers and must help each other in their work duties.**

Assigned

**6.7 Work duties for not less than 8 (eight) hours per day, starting at 7:45 a.m. and taking a 1 (one) hour break for lunch per day, and work 5, 6 (five, six) days per week.**

**Signed... Contractor**

/ 6.8 The contractor must intend...

Clause 8. The contractor who works as a teacher (contract teacher) must not resign during the academic year. In the event that the contractor wishes to resign, the contractor must notify the employer in writing at least 30 (thirty) days before the start or end of the semester and must receive permission from the employer. If the contractor does not comply with this agreement, the contractor agrees to immediately compensate the employer for damages in the amount of 10,000 baht (ten thousand baht) and agrees to pay a daily fine of 500 baht (one hundred baht) from (five the date of breach of contract until the employer finds another person with the same qualifications as the contractor to replace him

And the contractor who performs the duties of administrative officer, driver, security guard, janitor must not resign during the academic year. In the event that the contractor wishes to resign, the contractor must notify the employer in writing at least 30 (thirty) days before the start or end of the semester and must receive permission from the employer. If the contractor does not comply with this agreement, the contractor agrees to immediately compensate the employer in the amount of 5,000 baht (five thousand baht) and agrees to pay a daily fine of 500 baht (five hundred baht) from the date of breach of contract until the employer finds another person with the same qualifications as the contractor to replace them.

Clause 9. The employer has the right to terminate this employment contract immediately without prior notice if the employee has committed which is a serious offense as follows

9.1 Corruption in office

9.2 Violating the employment contract, rules, regulations, announcements, and discipline of civil servants and offices.

Vocational Education Commission, Director of Ban Khai Technical College, regardless of any one of the following

which may cause damage to the government

9.3 Absent from work for more than 3 (three) consecutive working days without reasonable cause/unknown reason, without notification.

9.4 Doing any act that causes damage to the employer.

9.5 Providing false information or documents to the employer.

9.6 Failure to comply with Section 6.8 of this Agreement.

9.7 Failure to perform duties as assigned by a superior without reasonable cause.

9.8 Disobeying the orders of a superior who has given a legitimate order.

9.9 Disclosure of secrets in the performance of duties improperly

9.10 Serious misconduct

(The contractor has no right to claim any rights that may arise from the termination of the employment contract.)

Section 10. This employment contract will end when

10.1 The employment period under this employment contract has expired.

10.2 The contractor dies.

10.3 Permission to resign

Sign the .....  ..... contractor

/10.4 Employer...

10.4 The employer terminates the employment contract in accordance with Section 9 or terminates the employment contract when an incident occurs with the employee.

as follows

10.4.1 is a person whom the court has ordered to be an incompetent or quasi-incompetent person.

10.4.2 The court has declared the person bankrupt.

10.4.3 Must have been convicted of a criminal offense except for an offense

Minor offenses or offenses committed without intention or negligence

10.4.4 The doctor has concluded that the employee is in unsuitable health to perform the work.

10.4.5 Failed to pass the probationary period or failed the performance evaluation.

Section 11. When this employment contract is terminated for any reason, the contractor shall pay any debts or obligations owed to

The employer shall immediately pay all debts and/or obligations to the employer and agree that the employer may deduct any savings or other money that the employer may receive

from the employer to pay off such debts and/or obligations.

Section 12. The Contractor shall maintain the property assigned to him by the Employer for use in performing his duties in good condition at all times, preventing any damage, whether due to the Contractor's fault or not. The Contractor shall immediately notify the Employer.

Section 13. During the performance of duties under the employment contract, if the contractor performs or neglects to perform duties or acts in any way that constitutes an improper breach of contract or commits a tort against another person resulting in damage to the employer, the contractor agrees to be liable to compensate the employer for all damages.

This contract is made in two copies with identical content. The parties have read and understood the content of this contract in its entirety and agree that it is correct and in accordance with their intentions. Therefore, they have signed their names in the presence of witnesses.

sign....  ..contractor

(Miss Supassara

Chianghuat) 15 May 2025

sign.  ..witness

(Ms. Suriya Sonthi)

Personnel Supervisor

May 15, 2025

sign.  ..witness

(Mr. Charoen Srisang)

Deputy Director of Resource Management

Division, May 15, 2025

sign....  Employer

(Mr. Yuthapan Kotphan)

Director of Ban Khai Technical

College, 15 May 2025



Ban Khai Technical College

Temporary employment contract for the position of contract teacher

Contract No. 094/2025

Fiscal year 2025



This employment contract is made at Ban Khai Technical College, Office of the Vocational Education Commission, on 15 May 2025, between Mr. Yuthapan Kotphan, Director of Ban Khai Technical College (authorized by the Office of the Vocational Education Commission according to Order No. 1020/2014 dated 8 August 2014), hereinafter referred to in this contract as "the employer" on the one part, and Mr. Natchaphon Wongkham, born on 10 January 2000, national identification card number 1529902032978 issued at Hang Chat District, Lampang Province. Card issue date: 1 March 2017. Card expires: 9 January 2026. Currently 25 years old. Address according to ID card: House No. 298, Village No. 3, Hang Chat Subdistrict, Hang Chat District, Lampang Province. Postal Code: 52190. Telephone: 086-4377298. Hereinafter in the contract, one party will be called the contractor. Both parties agree to enter into a contract with the following text:

Clause 1. The Employer agrees to hire the Contractor as a contract teacher in the General Relations Department at Ban Khai Technical College. The contract term is 4 months and 15 days (2025 budget year), effective from May 15, 2025, the commencement date, to September 30, 2025. The Contractor will receive a monthly salary of 15,000 baht, based on a Bachelor's degree in Education, majoring in Chinese, from Lampang Rajabhat University, Lampang Province. The Contractor will pay the Contractor monthly salary on the last working day of the month, and the Contractor agrees to allow the Contractor to deduct the salary as a contribution to the Social Security Fund and savings from the said salary (if any). In the case of the Contractor (contract teacher), the Contractor will receive hourly compensation for teaching in excess of the Employer's regular teaching load as specified in the teaching schedule or for assigned work both during and after office hours, from the budget for utilities and materials, and/or basic education subsidy, and/or education maintenance funds. According to the regulations of the Ministry of Finance

Section 2. Employees who begin work for the first time (new applicants) must work for a probationary period of three months. If the employer deems it appropriate to extend the probationary period, the employee agrees to allow the employer to extend the probationary period, but the total probationary period must not exceed six months. During this period, the employee must undergo a performance evaluation every six months, according to the employer's performance evaluation form. If the employee fails the probationary period or the performance evaluation, the employment contract is immediately terminated.

Signed by the contractor

/Section 3. Contractor..

Section 3. Employees who have completed the probation period as described in Section 2 are considered temporary employees of the college.

Employees are required to undergo performance evaluations based on the employer's evaluation form twice a year (the first evaluation is between October 1 and March 31, and the second evaluation is between April 1 and September 30). If the employee passes the performance evaluation, the employment contract will be renewed for one (1) term at a time.

Section 4. The Contractor shall strictly comply with the rules, regulations, announcements, and orders of the Employer or those the Employer is required to adhere to, which are in effect at the time of this contract and/or which will be enforced in the future. The rules, regulations, announcements, and orders of Ban Khai Technical College shall be considered an integral part of this contract.

Clause 5. On the date of this contract, the Contractor has arranged for Ms. Chutima Ratchada, a person known as an acquaintance, currently working as a government employee, teacher in the General Studies Department, with a salary/compensation rate of 18,000 baht/month and working at Ban Khai Technical College, Rayong Province, to enter into a contract guaranteeing the performance and responsibilities of the Contractor under this contract. In the event that the guarantor dies, is ordered by the court to be placed under absolute receivership, or is adjudged bankrupt, or the Employer deems it appropriate to replace the guarantor, the Contractor must arrange for a new guarantor to enter into a replacement guarantee contract within 30 (thirty) days of the original guarantor's death, the court to be placed under absolute receivership, or is adjudged bankrupt, or the date the Employer is notified of the replacement guarantee, as applicable. If the Contractor is unable to find a new guarantor to enter into a replacement guarantee contract within the specified timeframe, the Employer has the right to terminate the contract immediately.

Clause 6. During the performance of duties under this contract, the Contractor shall conduct himself in a manner of good moral character and shall strictly maintain discipline as prescribed below.

6.1 Perform duties according to the specified duties and/or other duties assigned by the supervisor with determination and maintain the regulations of Ban Khai Technical College to create good results and advancement and reputation for the work of Ban Khai Technical College.

6.2 Dress neatly and respectfully while performing duties or as announced by the college.

6.3 Perform duties with honesty and integrity. Do not allow or allow others to use their duties, whether directly or indirectly, to gain benefits for themselves or others in an improper way and participate in activities within the educational institution both inside and outside the institution.  
outside regularly

6.4 Do not make false reports to your superiors.

6.5 Must maintain confidentiality of duties and must not disclose them improperly.

6.6 Maintain unity among coworkers and must help each other in their work duties.

Assigned

6.7 Work duties for not less than 8 (eight) hours per day, starting at 7:45 a.m. and taking a 1 (one) hour break for lunch per day, and work 5, 6 (five, six) days per week.

Signed by the contractor

/ 6.8 The contractor must intend...

6.8 The contractor must be diligent in performing the work and must record the work time himself according to the regulations of the day, time and place specified by the employer and must actually come to perform the work and will devote all of his time to performing the work

to the best of his knowledge and ability.

Section 7. The employee has the right to receive wages during leave as follows:

#### 7.1 Sick leave

7.1.1 In the case of starting work for the first time and having worked for less than 6 (six) months, if there is sick leave, compensation must be deducted at the rate determined by the college.

7.1.2 Employees who have worked for more than 1 year have the right to sick leave with normal compensation in 1 fiscal year, not exceeding 15 days. For the first half of the year, starting from 1 October - 31 March, sick leave is not exceeding 7 working days, and for the second half of the year. Starting from 1 April - 30 September, not exceeding 8 working days, and when combined for the entire fiscal year, not exceeding 15 working days (if exceeding, compensation must be deducted at the rate determined by the college). Sick leave for more than 3 (three) consecutive working days at the same time must be confirmed with a certificate from a government hospital.

#### 7.2 Sick leave

7.2.1 In the case of starting work for the first time and having worked for less than 6 (six) months, if there is leave, compensation must be deducted at the rate determined by the college.

7.2.2 Employees who have worked for more than 1 year have the right to take sick leave with normal compensation in 1 cycle. The fiscal year does not exceed 15 days. The first half of the year starts on October 1st - March 31st. Sick leave is not more than 7 working days. The second year starts on April 1st - September 30th. Not more than 8 working days. And when combined for the whole fiscal year, not more than 15 working days (if exceeded, compensation must be deducted at the rate determined by the college). Sick leave must be submitted at least 3 working days in advance and must be approved by the supervisor before being able to stop working. However, the supervisor may refuse to allow the contractor to stop working. If the stoppage is done, the contractor's work may be damaged by the work of Ban Khai Technical College.

7.3 Maternity leave: Female employees who are pregnant are entitled to maternity leave of no more than 90 (ninety) days per year, with the right to receive wages during the leave from the college of no more than 45 (forty-five) days. The remaining 45 (forty-five) days are to be received from Social Security, except in cases where the first year of employment is less than 7 (seven) months, in which case they are not eligible for such rights.

7.4 Leave to attend military training, to attend military service, to be ordained as a monk, to attend the Hajj ceremony must be submitted in advance for the college to consider receiving compensation for at least 7 days. The employee has the right to take leave to attend military training and receive wages at the normal rate for no more than 2 (two) months. As for leave to attend mobilization, he/she will receive wages at the normal rate for no more than 30 (thirty) days.

#### note

Sick leave and personal leave must be counted together in one fiscal year and must not exceed 15 days. The first half of the year (October 1 to March 31) must not exceed 7 working days. If it exceeds, wages must be deducted. The second half of the year (April 1 to September 30) must not exceed 8 working days. When combined, it must not exceed 15 days per year. The employee is not entitled to wages on days of leave that exceed the specified limit. The employer will deduct wages at the rate of 1 in 28, 29, 30, or 31 of the monthly wages for every 1 working day that exceeds the specified limit.

Signed.....

Section 8. A contract teacher (contract teacher) must not resign during the academic year. If the contract teacher wishes to resign, the contract teacher must notify the employer in writing at least 30 (thirty) days before the start or end of the semester (five) and must permission from the employer. If the contract teacher fails to comply with this agreement, the contract teacher agrees to immediately compensate the employer in the amount of 10,000 baht (ten thousand baht) and agrees to pay a daily fine of 500 baht per day. receive

One hundred baht) from the date of breach of contract until the employer finds another person with the same qualifications as the employee to replace them. And the employee who performs the duties of an administrative officer, driver, security guard, janitor must not resign during the academic year. In the event that the employee wishes to resign, the employee must notify the employer in writing at least 30 (thirty) days before the start or end of the semester and must receive permission from the employer. If the employee does not comply with this agreement, the employee agrees to immediately compensate the employer for damages in the amount of 5,000 baht (five thousand baht) and agrees to pay a daily fine of 500 baht (five hundred baht) from the date of breach of contract until the employer finds another person with

1) The same qualifications as the contractor who can replace the employee.

Clause 9. The employer has the right to terminate this employment contract immediately without prior notice if the employee has committed which is a serious offense as follows

9.1 Corruption in office

9.2 Violating the employment contract, rules, regulations, announcements, and discipline of civil servants and offices.

Vocational Education Commission, Director of Ban Khai Technical College, regardless of any one of the following

which may cause damage to the government

9.3 Absent from work for more than 3 (three) consecutive working days without reasonable cause/unknown reason/without notification.

9.4 Doing any act that causes damage to the employer.

9.5 Providing false information or documents to the employer.

9.6 Failure to comply with Section 6.8 of this Agreement.

9.7 Failure to perform duties as assigned by a superior without reasonable cause.

9.8 Disobeying the orders of a superior who has given a legitimate order.

9.9 Disclosure of secrets in the performance of duties improperly

9.10 Serious misconduct

(The contractor has no right to any claims that may arise from the termination of the employment contract.)

Clause 10. This employment contract will end when

10.1 The employment period under this employment contract has expired.

10.2 The contractor dies.

10.3 Permission to resign

  
.....

/10.4 Employer...

10.4 The employer terminates the employment contract in accordance with Section 9 or terminates the employment contract when an incident occurs with the employee.

as follows

10.4.1 is a person whom the court has ordered to be an incompetent or quasi-incompetent person.

10.4.2 The court has declared the person bankrupt.

**10.4.3 Must have been convicted of a criminal offense except for an offense**

Minor offenses or offenses committed without intention or negligence

10.4.4 The doctor has concluded that the employee is in unsuitable health to perform the work.

10.4.5 Failed to pass the probationary period or failed the performance evaluation.

Section 11. When this employment contract is terminated for any reason, the contractor shall pay any debts or obligations owed to

The employer shall immediately pay all debts and/or obligations to the employer and agree that the employer may deduct any savings or other money that the employer may receive from the employer to pay off such debts and/or obligations.

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Section 13. During the performance of duties under the employment contract, if the contractor performs or neglects to perform duties or acts in any way that constitutes an improper breach of contract or commits a tort against another person resulting in damage to the employer, the contractor agrees to be liable to compensate the employer for all damages.

This contract is made in two copies with identical content. The parties have read and understood the content of this contract in its entirety and agree that it is correct and in accordance with their intentions. Therefore, they have signed their names in the presence of witnesses.

Signed by Mo Jongkham, Contractor

(Mr. Natchapon Wongkham)

May 15, 2025

sign. .... witness

(Ms. Suriya Sonthi)

Personnel Supervisor

May 15, 2025

Signed witness

(Mr. Charoen Srisang)

Deputy Director of Resource Management

Division, May 15, 2025

sign... .. Employer

( Mr. Yuthapan Kotphan)

Director of Ban Khai Technical College

May 15, 2025