



King Mongkut's University of Technology Thonburi Postdoctoral Fellowship Contract

This contract is entered into on Date..... Month..... Year..... at the Research, Innovation and Partnerships Office, King Mongkut's University of Technology Thonburi, between King Mongkut's University of Technology Thonburi, 126 Pracha Uthit Rd., Bang Mod Sub-district, Thung Khru District, Bangkok 10140, as represented by, hereinafter referred to as the "Grantor", as one party and

..... Date of birth Month Year Nationality Age years, National identity card/passport No....., issued on, residing at No..... Village..... Street.....

Tambon/Sub-district..... Amphur/District..... Province Postcode (City..... State..... Postcode Country.....), hereinafter referred to as the "Grantee", as the other party.

Both parties agree as follows:

Clause 1. Terms of contract

The Grantor agrees to provide a Postdoctoral Fellowship grant for the sum of Baht (- -) for the performance of research on (research title)

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.....
.....

under the Grantor's research project specified in the attachment to this contract or the Grantee's research project as approved by the Grantor, hereinafter referred to as the "Project", for a duration of months, from Date..... Month..... Year..... to Date..... Month..... Year.....

Clause 2. Grantor's obligations

2.1 The Grantor agrees to provide remuneration for the performance of research specified in this contract to the Grantee on a monthly basis for the research duration specified in Clause 1 or until the expiration of this contract. In the case of foreign research fellows, the Grantor shall start paying monthly remuneration to the Grantee after the Grantee's advisor or mentor has met all conditions prescribed by the National Research

Council of Thailand's Regulations on the Permission for Foreign Researchers to Conduct Research in Thailand, B.E. 2550 (2007). The monthly remuneration, from the first month of work commencement to the month that all conditions of said Regulations have been met, shall be proactively paid to the Grantee by the Grantor.

- 2.2 The Grantor shall pay the actual cost of one round-trip economy airfare between the Grantee's country of residence and the University, which shall not exceed 70,000 (seventy thousand) Baht, to the Grantee who does not have a Thai domicile.
- 2.3 The Grantor shall be responsible for the following expenses for the Grantee's facilitation:
 - a. A fellow's identity card issuance fee pursuant to criteria for the issuance of the University's identity card;
 - b. The actual costs, not exceeding 10,000 Baht, of the Grantee's accident/health insurances, and annual physical examination;
 - c. Access to the University Computer Center services;
 - d. Access to the University Library services;
 - e. Access to the University Health Care Unit services;
 - f. Access to inter-campus shuttle services.

Clause 3. Grantee's obligations

- 3.1 The Grantee shall immediately begin the performance of research under this project on the date of contract signing. If the Grantee has not begun his/her research work within 30 (thirty) days of said date, the Grantor shall have the right to terminate the contract.
- 3.2 The Grantee shall be responsible for the performance of research with safety consideration for his/her colleagues, related parties, research specimens and the environment, in compliance with the research ethics.
- 3.3 The Grantee shall exclusively spend the funds provided under this contract for the fulfillment of the objectives of the research project specified in this contract.
- 3.4 The Grantee shall not accept funds from any other source or any other grant and/or agree to perform any research for another agency, except with the prior written consent of the Grantor.
- 3.5 The Grantee shall disclose all research findings to the Grantor and shall cooperate with the Grantor in disclosing all research findings for dissemination, for the public benefits or for the purpose of applying for

the protection and registration of intellectual property rights, unless otherwise agreed.

- 3.6 In accepting the fellowship under this contract, the Grantee shall have at least one research article of high quality, with the fellow as the first author, published in an international academic journal. The article must contain the following acknowledgement statement: “This research was supported by King Mongkut’s University of Technology Thonburi’s Post-doctoral Fellowship”.
 - 3.7 The Grantee shall prepare a research report in the format prescribed by the funding source or the Grantor and submit it to the Grantor or the Grantor’s designated person within the prescribed period specified in this contract.
- The Grantee shall submit a progress report and a final report of the research project in the format prescribed by the funding source or the Grantor. In the event that the Grantee has not submitted said report(s) within the prescribed date, the Grantor shall suspend payments in Clause 2.1 until it receives the report(s). The University shall withhold support to the advisor’s or mentor’s next postdoctoral research fellowship application.

For each submission of the report, the Grantee shall submit a research performance summary and a research performance evaluation form completed by the Grantee’s advisor or mentor, via the Grantor’s affiliated Faculty/Office/Institute, to the Research, Innovation and Partnerships Office.

Clause 4. Project implementation and contract compliance

- 4.1 The Grantee certifies that any documents or statements that appear in the documents that the Grantee notifies or submits to the Grantor in the course of applying for a fellowship under this contract, including those that appear in the research reports and financial documents provided to the Grantor, are truthful in all respects. The Grantee also agrees to have such documents examined and audited.
- 4.2 The Grantee has been informed and understood the rules and regulations prescribed by the funding source and the Grantor as well as the relevant law for the executing of this project, which are currently in force or shall come into force in the future.
- 4.3 The Grantee shall conduct the research with diligence and tenacity to secure the success and achievement of the Grantor’s intentions. The Grantee agrees that he/she shall not assign or subcontract any or all parts

of the research specified in this contract to another person without a prior written consent of the Grantor.

- 4.4 If there is a necessity for any material modification or improvement of any essential details in the research plan or research project as specified in this contract, with the approval of the Grantor, the Grantee shall immediately notify the Grantor and shall follow the Grantor's directive or recommendation. The Grantor shall have the right to terminate the fellowship or approve a revision or modification of the research project as it deems appropriate.
- 4.5 During the performance of the research project under this contract, if any problem has arisen to prevent its successful completion, the Grantee shall notify the Grantor in writing within 15 (fifteen) days of the date on which the problem occurred in order to make joint effort to solve it.
- 4.6 If the Grantee is unable to complete the research project within the period prescribed in Clause 1, the Grantee shall notify and give reasons to the Grantor in writing as well as apply for an extension of the research period no less than 30 (thirty) days before the contract's expiration date. The Grantor reserves the right to grant or deny such extension request. For the research project that has been granted an extension, the last day of the extension shall be the submission date of the research findings. If the Grantee does not submit the research results by that date, the Grantee shall be deemed to have made a late submission.
- 4.7 The Grantee shall hold the Grantor harmless against any liability to a third party from any default, act or omission to act on the part of the Grantee, project leader, project's employees and representatives.
- 4.8 In the event that the Grantee shall submit all or any part of the research findings under this contract for publication in any document, printed material, media or demonstration to the public, the Grantee shall have to obtain prior written permission of the Grantor and comply with all the conditions prescribed by the Grantor before doing so.
- 4.9 In the case where the Grantee wishes to use the works derived from the project of the research results obtained under this contract for commercial or any other purposes to generate income or benefit, the Grantor shall have to obtain prior written permission of the Grantor and comply with all the conditions prescribed by the Grantor before doing so.
- 4.10 The Grantor's permission in Clauses 4.8 and 4.9 shall not release the Grantee from any responsibility for damage incurred by said permission to the Grantor. If the Grantee's permission in Clauses 4.8 and 4.9 causes any

damage to the Grantor, the Grantor shall have the right to claim compensation for said damage from the Grantee.

- 4.11 In the event that the Grantor or Grantee deems it necessary to continue working on the project, which has been carried out within the contract period specified in Clause 1, or if upon project completion, the Grantor or Grantee finds it possible to further extend the performance of the research for the project's maximum benefit or completeness, the Grantor or Grantee shall have the right to make additional offer to the other party to continue working on the project, based on the terms agreed by both parties, for a period of no more than 1 (one) year. In such case, the extended fellowship support shall be granted only after the Grantee has passed the Grantor's performance evaluation.

5. Intellectual property and confidentiality

- 5.1 Any intellectual property rights incurred by the project under this contract shall belong to the Grantor unless otherwise agreed. The Grantor agrees to grant part of the benefits from said intellectual property to the Grantee in accordance with the University's Announcement on the Management of Benefits from the University's Intellectual Property.
- 5.2 In the event that the results of the research under this project shall lead to an invention, product design or other creative works, the Grantee agrees to fully cooperate with the Grantor applying for protection under the intellectual property law. The Grantee shall not disseminate all or any part of the project's documents or printed materials until the Grantor has fully obtained a patent, sub-patent or other types of intellectual property.

5.3 The Grantee shall keep any secret information and/or trade secret relating to the performance of the research under this contract confidential, and shall not disclose or transfer all or any part of such secrets to another person and/or obtain any benefit from them without the prior written consent of the Grantor.

5.4 The Grantee shall take sole responsibility for the payment of any compensation for any violation of the provisions of law or the rights of a third party over an intellectual property that the Grantee has employed in the performance of the research under this contract.

Clause 6. Force Majeure and contract termination

- 6.1 In the case of any force majeure event_or any event that is not the Grantor's fault or any act that is not the legal responsibility of the parties to the contract that prevents the Grantee from completing the research

within the prescribed period in this contract, the Grantor shall have the right to order a temporary suspension of the project and the Grantee shall have the right to have the contract period extended. Such extension shall be decided at the discretion of the Grantor as the Grantor deems appropriate.

- 6.2 The Grantor or the Grantor's designated person shall have the right to investigate facts, monitor progress and evaluate the performance of the project under this contract. If there is any variation to the terms of this contract or the Grantee has not revised his/her performance of the research as requested by the Grantor within the prescribed period, the Grantor shall reserve the rights to have this contract terminated.
- 6.3 After the expiration or termination of this contract, the Grantee shall deliver all existing research data during the performance of the contract to the Grantor and shall not be entitled to claim any compensation. The Grantee agrees to not disclose all or any part of the information related to the performance of the work specified in this contract to any person within a period of 5 (five) years unless such information is not considered confidential information under the law and/or a written consent of the Grantor has been granted.
- 6.4 In the event that the Grantee abandoned the performance of the research or does not comply with any term of the contract, the Grantor shall inform the Grantee of the matter in writing and shall prescribe a suitable period to have the Grantee comply with said term of the contract. If the Grantee has not complied with the Grantor's notice within the prescribed period, the Grantor shall have the right to immediately terminate the contract. In the event of contract termination, the Grantee shall have to return all or part of the funds to the Grantor as the Grantor deems appropriate. The Grantee shall have to return all interests incurred from such funds and all research equipment to the Grantor within 60 (sixty) days of the issue date of the Grantor's written notice to the Grantee. If any damage has been incurred to the Grantor, the Grantor shall have the right to claim compensation in any form from the Grantee.
- 6.5 In the event that the Grantee is unable to continue with or to complete the research work and wishes to end the research work under the fellowship grant, the Grantee shall have to submit an application to the Grantor. In such case, the Grantee shall be deemed in default of the contract and shall have to comply with and be held responsible for the provisions of Clause 6.4.

6.6 In the event that the Grantor deems the Grantee’s performance of the research to be falling behind the prescribed period under this contract, or to be longer than the prescribed project period, to such an extent that the Grantee’s project shall no longer be of any benefit, the Grantor shall have the right to suspend payment of funds and terminate the contract in accordance with the procedures specified in Clause 6.4. The Grantee shall have to comply with and be held responsible for the provisions of Clause 6.4.

Clause 7. Final decision

In the event that a problem has arisen and it is necessary to consider whether the Grantee’s performance of the research is consistent with the project’s objectives or not, and if there is any other problem regarding the hiring or performing of the fellowship research project, the Grantor shall pass judgement on the matter. The Grantor’s decision shall be final.

This contract is executed in 2 (two) copies, each with exact statements. All parties have read and thoroughly understood the statements before giving their signatures in the presence of the witnesses. Both parties keep one copy of the contract each.

Attachment to the contract shall be considered an integral part of the contract. If there is any statement in the attachment is contrary to the statement in this contract, the former shall be superseded by the statement in the contract. In the event that the statements in the attachment contradict one another, the Grantor’s decision shall apply.

Signed	Grantor
	(.....)	
Signed	Grantee
	(.....)	
Signed	Advisor
	(.....)	
Signed	Witness