

TRAINING CONTRACT

UPON TRAINING AND TECHNICAL INTERNSHIP PROGRAM

This Training Contract is based upon the Training and Technical Internship Program Agreement executed on **XX XXXX, 2008** between

The SENDING ORGANIZATION: THAI WORKER ENTERPRISE RECRUITMENT CO., LTD.
Address : 99/98 Moo.7, Tambon Bangsaothung, Amphur Bangsaothung, Samut Prakarn 10540.

and the ACCEPTING ORGANIZATION : **ORGANIZATION NAME**
Address: **.....ADDRESS.....**

This Training Contract is entered into by and between
ACCEPTING ORGANIZATION; **ORGANIZATION NAME**
Represented by MR./ MRS. / MS. **AUTHORIZED**
Address **.....ADDRESS.....**
Telephone no. **XXXX-XX-XXXX** Fax no. **XXXX-XX-XXXX**
herein referred to as "The First Party"

and TRAINEEPassport Number.....
Name : Particulars of trainee will be filled up after Jor tor 3 is duly approved by the
Department of Employment.

Occupation

Address in Thailand

Telephone no. Fax no.
herein referred to as "The Second Party"

Voluntarily binding themselves to the following terms and conditions:

1. GENERAL PROVISIONS:

1.1 The Second Party agrees to undergo training and technical internship with the First Party or the Accepting Company designated by the First Party in occupational area of **Welding** for the period of **One (1)** year (s) 0 month (s) 0 day (s) from the Second Party's date of arrival in Japan.

The Accepting Company:

Name : **COMPANY NAME**
Address : **..ADDRESS IN JAPAN...**
Tel No. : **XXXX-XX-XXXX**

1.2 Neither the Sending Organization nor the First Party shall be authorized to deduct from the training allowance any amount for any purpose.

1.3 No provision of the Contract shall be altered without concurrence of the First Party, the Second Party and Sending Organization

1.4 Any grievance arising from the implementation of this Contract shall be made in writing and served to the party concerned.

2. RIGHTS , OBLIGATIONS AND RESPONSIBILITIES OF THE FIRST PARTY OR ACCEPTING COMPANY

2.1 The First Party or Designated Accepting Company shall provide the Second Party with the following allowances and benefits during the training period at no cost to the latter,

- (1) Minimum monthly training allowance of **Yen 80,000.- (Eighty Thousand only)** to be paid directly to the trainee no later than the last day of the same month.
- (2) Free airfare from Thailand to the Training site, and return fare upon completion of the training or upon pre-Termination of Training Contract under the cumstances:
 - a) Expiration of the Contract
 - b) The Second Party is unable to continue training due to training related of aggravated injury or illness.
 - c) Force majeure.
 - d) Termination of the Contract by the Fist Party or Accepting company.
- (3) Adequate board for one month of primary training period of learning Japanese language after the entry to Japan, lodging and transportation fares.
- (4) Daily inland transportation to and from lodging and training site.
- (5) Training supplies and aids.
- (6) Conduct safety training course and use of appropriate safety device and outfit.
- (7) Medical and Life Insurance for the Second Party shall be guaranteed in the coverage of the Comprehensive Insurance for Foreign Trainees.
- (8) Other fringe benefits, i.e. (Specify) --NONE--

2.2 If the First Party or the Designated Accepting Company violates the terms and condition stipulated in this Contract , e.g., fails to pay training allowance or overwork, the Second Party may terminate the Contract. In such case, the First Party or Designated Accepting Company is responsible for repatriation expenses and return airfare to Thailand.

2.3 Training Hours and Training Site.

- (1) Basically, training hours shall not exceed 40 hours per week with at least one consecutive rest hour per day.
- (2) The First Party or Designated Accepting Company shall let the Second Party have at least one day of rest per week.
- (3) The First Party or Designated Accepting Company shall not assign the Second Party to a training venue or program other than what this Contract stipulates unless otherwise agreed by both parties in writing, and approved by Immigration

Authorities. Should there be any change of training venue, the Sending Organization as well as the office of Labor Affairs, Royal Thai Embassy must be immediately informed. Should the First party or Designated Accepting Company assign the Second Party to a training venue other than stipulated by this Contract without the Second Party's consent, it is considered that First Party violates the Contract. To repatriate the Second Party back to Thailand, the First Party or Designated Accepting Company is responsible for return airfare.

2.4 The First Party or Designated Accepting Company shall conduct performance appraisal of the Second Party at appropriate regular intervals and inform the Sending Organization, the Second Party and the Office of Labor Affairs, Royal Thai Embassy the results of such appraisal to monitor the program and successful completion of the training program.

2.5 Training Certificate.

In case the Second Party has completed the training program or 80% of training period prescribed in Article 1 of this Contract and returns to Thailand or in case the Second Party transfers to Technical Intern and has completed 80% or more of the period, returns to Thailand, The First Party or Designated Accepting Company shall issue a Certificate of Completion to the Second Party no later than the last training date.

2.6 Repatriation of Remains.

In the event of death of the Second Party during the term of this Contract, it is the responsibility of the First Party or Designated Accepting Company to handle the funeral, to repatriate the remains and personal belonging to his domicile in Thailand and to notify the Office of Labour Affairs, Royal Thai Embassy. The above mentioned expenses, however, shall be guaranteed in the coverage of the Comprehensive Insurance for Foreign Trainees.

2.7 In case of natural disaster, riot, war which is threatened to the Second Party's life and safety, the First Party or Designated Accepting Company shall transfer the Second Party to a safe place. If undesirable conditions persist, he shall be repatriated to Thailand on the responsibility of the First Party or Designated Accepting Company.

3. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE SECOND PARTY

3.1 The Second Party shall be obliged to complete the training program with diligence and discipline. Commission of and misconduct or malicious act prejudicial to this Contract and the interest of the other parties such as

- a) Non-attendance of training without valid reasons;
- b) Non-observation of training rules and regulations;
- c) Violation of the laws of the host country and
- d) Misbehavior and conduct unbecoming a trainee visitor.

shall be a ground for the pre-termination of this Contract by the First Party or Designated Accepting Company in which case the Second Party shall shoulder the return airfare to Thailand.

3.2 The Second Party shall, during the period of the contract undergo training only with the First Party or Designated Accepting Company. Neither shall he work for any other company.

3.3 After having completed Japanese language training course indicated in Article 2.1(3) the Second Party provides for his own meals.

This Contract is made in duplicate. Both parties has read and fully understood its terms and conditions. In witness there of, the parties hereby sign and retain one copy of this Contract.

Signature.....**SIGNED**.....The First Pary
(**AUTHORIZED NAME**)

Date.....

Signature.....The Second Pary
(.....)

Date.....

Signature.....Witness
(MR.ANUPONG VISESCHINDAVAT)

Date.....