



**Regulation of King Mongkut's University of Technology Thonburi on  
Establishment and Administration of the Joint Graduate School of  
Energy and Environment B.E. 2541 (1998)**

Following the change of “King Mongkut’s Institute of Technology Thonburi” to “King Mongkut's University of Technology Thonburi”, in accordance with King Mongkut's University of Technology Thonburi Act B.E. 2541 (1998), the composition of the Board of Trustee of the Joint Graduate School of Energy and Environment was modified. To comply with the new Act, the former Regulation of King Mongkut’s University of Technology Thonburi on “Establishment and Administration of the Joint Graduate School of Energy and Environment B.E. 2540 (1997)” was cancelled. It was replaced by this new Regulation.

By virtue of Section No. 18 (2) of King Mongkut's University of Technology Thonburi Act B.E. 2541 (1998) and in accordance with Resolution No. 5/2541 (1998) of the Meeting of the University Council dated July 23, B.E. 2541 (1998), the following Regulation was issued:

**Clause 1:** The Regulation shall be called Regulation of King Mongkut's University of Technology Thonburi on “Establishment and Administration of the Joint Graduate School of Energy and Environment B.E. 2541 (1998)”.

**Clause 2:** The regulation shall come into force as from day following the announcement date.

**Clause 3:** In the Regulation:

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|-------------------------|-------|--|
| “University”            | means | King Mongkut's University of Technology Thonburi.                        |
| “President”             | means | President of King Mongkut's University of Technology Thonburi.           |
| “Faculty”               | means | School of Energy, Environment and Materials.                             |
| “Joint Graduate School” | means | the Joint Graduate School of Energy and Environment.                     |
| “Board of Trustee”      | means | Board of Trustee of the Joint Graduate School of Energy and Environment. |
| “Director”              | means | Director of the Joint Graduate School of Energy and Environment.         |
| “Executive Board”       | means | Executive Board of the Joint Graduate School of Energy and Environment.  |

**Clause 4:** The President shall be in charge of this Regulation and shall have the power to announce or order the University to regulate procedures following this Regulation.

In case there are issues with the interpretation of this Regulation, the President shall be in charge of its interpretation.

## **Section 1**

### **General Provision**

**Clause 5:** The Joint Graduate School of Energy and Environment was established under the Regulation called “Joint Graduate School of Energy and Environment”.

**Clause 6:** The Joint Graduate School of Energy and Environment is an education and research organization that aims to provide education at graduate level and raise academic knowledge and professional expertise on energy, environment and related issues, as well as to provide research and community services. The program is international.

**Clause 7:** The Joint Graduate School of Energy and Environment is an independent organization of the University under the University Council. It is equivalent to a Faculty, Center and Institute following the King Mongkut’s University of Technology Thonburi’s Act B.E. 2541 (1998).

## **Section 2**

### **Agency Establishment**

**Clause 8:** There shall be a Board of Trustee, not exceeding 13 persons, composed of one Member each of the following organizations: Chiang Mai University, King Mongkut's University of Technology North Bangkok, Prince of Songkla University, Sirindhorn International Institute of Technology, the Ministry of University Affairs, and the Ministry of Finance, Energy Policy and Planning Office. It also includes the Dean of the School of Energy, Environment and materials, the President of King Mongkut’s University of Technology Thonburi as Chairman, and the Director of Joint Graduate School of Energy and Environment as Member and Secretary. It also includes three persons including a Member of the University Council, a Professor, and another qualified person.

**Clause 9:** The University Council has the authority to consider the members of the Board of Trustee as detailed in Clause 8.

**Clause 10:** The Board of Trustee has the following duties:

(1) Set up policies and plans for the Joint Graduate School in compliance with the policies proposed by the Ministry of University Affairs and the Asian Development Bank, and the purpose of establishment of the Joint Graduate school.

(2) Propose directives, financial support and sources of support for the Joint Graduate School to achieve its mission.

(3) Consider the budget of the Joint Graduate School and propose it to the University Council for approval.

(4) Establish directives and control the operation and management of the Joint Graduate School.

(5) Propose academic programs to the University Council for approval.

(6) Establish criteria and give opinions to the President regarding the operation of the Joint Graduate School.

(7) Give opinions to the President regarding criteria for academic promotion of instructors of the Joint Graduate School to Assistant professor, Associate professor and Full Professor.

(8) Provide regulation and rules for the Joint Graduate School related to education, management, finance, budget, research and academic services.

(9) Appoint sub-committees, staff or any qualified persons to perform duties as assigned by the committee.

**Clause 11:** The Director is responsible for the management of the Joint Graduate School following the directives and policies issued by the Board of Trustee. The Director may have a Deputy Director to provide assistance in the management of the Joint Graduate School.

The Director is responsible for supervising the operation of the Joint Graduate School and shall act as the main representative of the school for contact with external organizations.

**Clause 12:** The Director shall be assigned by a person who has abilities and knowledge in management, and who holds qualifications not lower than the degree required to be an instructor.

The President shall be assigned by the University Council following a request from the Board of Trustee for the appointment and dismissal of the Director.

The Director has a three-year term contract. After completion of the three-year term, he/she can be appointed again.

**Clause 13:** There shall be an Executive Board, composed of the Director as Chairman, and members including: the Deputy Director, the Head of the Energy Division, the Head of the Environment Division, and the Head of the Board of Trustee. They are to report to the Board of Trustee regarding the operation and management of the Joint Graduate School in accordance with the directives and policies followed.

### **Section 3**

#### **Personnel**

##### **Part 1**

##### **General**

**Clause 14:** There are two categories of employees at the Joint Graduate School. These are instructors and staff.

**Clause 15:** The President has authority to sign employment contracts for the Joint Graduate School based on recommendations from the Board of Trustee.

Instructors and staff of the Joint Graduate School are employees who shall follow the regulations and rules issued by the Board of Trustee and the announcements from the University.

The remuneration of employees from the Joint Graduate School shall be specified by the Board of Trustee.

**Clause 16:** The hiring of instructors and staff at the Joint Graduate School shall be based on the regulations and rules issued by the Board of Trustee.

**Clause 17:** The employment period of instructors and staff of the Joint Graduate School shall follow the specifications provided by the President in the employment contract. These specifications shall be based on recommendations from the Board of Trustee.

In the first contract of employment by the Joint Graduate School, instructors and staff will be given a maximum of a two-year term contract.

The President as chairman of the Board of Trustee shall specify the employment conditions, workload and evaluation criteria of employees of the Joint Graduate School as per the University's Announcement.

**Clause 18:** Instructors and staff of the Joint Graduate School shall be provided with a social insurance and a social security from the University.

The Board of Trustee may specify some accident and life insurances, provident fund or other benefits for employees of the Joint Graduate School.

##### **Part 2**

##### **Instructors of the Joint Graduate School**

**Clause 19:** An instructor of the Joint Graduate School means a person who graduated with a Doctoral degree or equivalent and with an employment contract to teach, do research or other works, and to ensure the best outcome for the Joint Graduate School.

**Clause 20:** An instructor of the Joint Graduate who would like to apply for an academic title including, Assistant Professor, Associate Professor and Full Professor, shall follow the evaluation criteria issued by the University Council. The Board of Trustee shall provide

recommendations as per the University's Announcement. The evaluation criteria should not be lower than the criteria set out by the Ministry of University Affairs.

**Clause 21:** The dismissal of instructors shall follow the University's Announcement and the disciplinary rules related to instructors from the Joint Graduate School.

**Clause 22:** Disciplinary rules for instructors of the Joint Graduate School shall be proposed to the President by the Board of Trustee to issue an University's Announcement.

### **Part 3**

#### **Staff of the Joint Graduate School**

**Clause 23:** A staff of the Joint Graduate School refers to a person who signed an employment contract to work for the Joint Graduate School on management, academic services, administrative or other related work.

**Clause 24:** The dismissal of staff shall follow the University's Announcement and the discipline rules related to staff of the Joint Graduate School.

**Clause 25:** Disciplinary rules of staff from the Joint Graduate School shall be proposed to the President by the Board of Trustee to issue an University's Announcement.

### **Section 4**

#### **Management**

##### **Part 1**

#### **General Administration**

**Clause 26:** The Director shall supervise the general management of the Joint Graduate School.

The Director shall act as the main representative of the Joint Graduate School for contact with external organizations as well as to sign letters and related documents.

**Clause 27:** Contracts or documents under the liability of the University as well as government authorities shall be proposed to the President.

**Clause 28:** Employee-related matters will be subject to considerations and approval by the Director or a representative of the Director, unless they depend on already existing Regulations and Announcements from the University as well as the Joint Graduate School as issued by the Board of Trustee.

**Clause 29:** The Director may propose a qualified person following recommendations from the Executive Board to join as an Advisor of the Executive Board. He/She shall be appointed by the President to join Executive Board Meetings, and provide comments and advice for the Joint Graduate School.

**Clause 30:** The Director may propose an employee of the Joint Graduate School to join as a Secretary following recommendations from the Executive Board. He/She shall be

appointed by the President to manage employees and assist the Director in operating the Joint Graduate School.

The Secretary of the Joint Graduate School shall have a three-year term contract. After completion of the three-year term contract, he/she can be appointed again.

## **Part 2**

### **Academic Administration**

**Clause 31:** A student graduating from the Joint Graduate School shall receive a degree from the University in accordance with the provisions from the University Council.

Degree names and abbreviations shall be in accordance with the provisions of the University Council.

## **Part 3**

### **Educational Management**

**Clause 32:** The University Council is authorized to approve and improve the education program of the Joint Graduate School.

**Clause 33:** To approve and improve the education program of the Joint Graduate School, the President shall be appointed by the Board of Trustee to set up a Professorial Board. This board shall provide suggestions to the Board of Trustee to improve the education program of the Joint Graduate School.

The Professorial Board, under paragraph 1, shall be composed of qualified persons who are all Full Professors. This includes a Chairman and at least five active and/or Emeritus Professors. The Number of external Full Professors shall be greater than the number of Full Professors at the Joint Graduate School.

Once improvement measures of the education program of the Joint Graduate School have been approved by the Board of Trustee, the President shall propose them to the University Council for approval.

**Clause 34:** Admission, registration, evaluation or other academic administration systems of the Joint Graduate School shall strictly follow the University's Regulations.

In case it would be necessary to provide a special Regulation for education as a result of an international program or an independent institute that is not managed via the official system, the Joint Graduate School in consultation with the Professorial Board shall prepare a request for consideration by the Board of Trustee. If accepted, it will then be submitted to the President for approval or to the University Council.

## **Section 5**

### **Finance and Budget**

## **Part 1**

### **Budget**

**Clause 35:** The Director shall prepare the budget of the Joint Graduate School and submit it to the Board of Trustee for consideration.

The President shall consider the budget submitted to the Board of Trustee. Upon completion of this process, the budget shall be submitted to the University Council for approval.

**Clause 36:** The budget preparation shall be organized on a fiscal year basis and divided into 2 categories, i.e. (1) income and (2) expenditure. It shall be in accordance with the budget expenditure from the University's income.

**Clause 37:** Expenditure transfer, apart from honorarium, ordinary expenses and material expenses which are average expenditures, shall be performed following approval by the President as Chairman of the Board of Trustee. It shall not exceed the annual expenditure budget.

**Clause 38:** In case it would be necessary to include an expenditure which is not defined in the budget, the Director shall prepare for the expenditure to be added and then submit it to the Board of Trustee for approval.

The President shall consider the additional expenditure submitted to the Board of Trustee. Upon completion of this process, it shall be submitted to the University Council for approval.

## **Part 2**

### **Finance**

**Clause 39:** The sources of income of the Joint Graduate School are as follows:

- (1) Tuition fee, school fee, and other fees;
- (2) Outsourcing funds;
- (3) Money or assets from donations;
- (4) Income from cumulative returns;
- (5) Income from academic services;
- (6) University funding;
- (7) Other income or benefits.

**Clause 40:** Incomes of the Joint Graduate School shall be administered based on the mission of the Joint Graduate School and the objectives of the University regarding its establishment.

In the event that money or assets are donated to the Joint Graduate School, those shall be used based on the conditions of the donors and in line with the mission of the Joint Graduate School and the objectives of the University regarding its establishment.

**Clause 41:** Incomes of the Joint Graduate School shall not be returned to the University as per the Regulation of the University Revenues. The Joint Graduate School shall be responsible for the expenses of the University.

**Clause 42:** All the incomes shall be deposited to the King Mongkut's University of Technology Thonburi's saving and credit cooperative or a commercial bank which is approved by the University Council. The deposit shall be made on the day of receiving an income or the following working day.

All types of income cannot be deducted and used for any purpose prior to being deposited.

**Clause 43:** The Director shall be responsible for the income received and the evidence of receipt which is to be in accordance with the requirements of the University.

**Clause 44:** Expenditures of the Joint Graduate School are as follows:

- (1) Expenditures for education;
- (2) Expenditures for administration of the Joint Graduate School;
- (3) Expenditures for research;
- (4) Expenditures for human and academic development;
- (5) Expenditures for scholarships;
- (6) Expenditures for community services and promotion of arts and culture;
- (7) Expenditures for the university fee;
- (8) Expenditures based on donors' conditions;
- (9) Other expenditures of the Joint Graduate School in line with its mission and with approval from the Board of Trustee.

**Clause 45:** The Director has the power to pay, purchase or incur debt within the limits of the budget approved by the Board of Trustee and not exceeding the maximum budget. This is except for salaries and remunerations that shall be paid following approval by the Board of Trustee.

Disbursement approval is of the responsibility of the Director following the incurred debt.

**Clause 46:** Every payment shall be made by cheque indicating the receiver's name unless payment in cash is required.

Payment by cheque requires the signature from a member of the Board of Trustee or a person assigned by the Board of Trustee, as well as the Director or Deputy Director as specified by the Board of Trustee.

**Clause 47:** Borrowing money from the Joint Graduate School is prohibited unless it is for the operation of the Joint Graduate School.

**Clause 48:** The rates of the tuition fees and school fees shall be proposed by the Director to the President and then notified to the University Council.

The University's Announcement on the rates of the tuition fees and school fees shall be first approved by the University Council.



## Section 6

### Validation and Control

**Clause 49:** There shall be a person who is responsible for the finance of the Joint Graduate School and who is separate from other employees dealing with budget and accounting.

**Clause 50:** The Director shall be responsible and have control over the account of the Joint Graduate School using adequate accounting procedures based on generally accepted accounting principles. Accounting and related documents have to be kept as evidence in a secure place.

**Clause 51:** The Director shall be responsible for the preparation of the financial report of the Joint Graduate School. Its elaboration should follow generally accepted accounting principles. It shall be proposed to the Board of Trustee within 60 days following the end of the semester and within 60 days from the day of the closing date of the annual account for the annual financial report.

The Director shall prepare an annual report and propose it to the President. It shall then be reported to the University Council every six months starting from the beginning of a fiscal year, or as notified by the University Council.

**Clause 52:** The Board of Trustee shall appoint a certified auditor who is authorized to examine the annual financial report of the Joint Graduate School. The auditor shall report to the Board of Trustee within 60 days from the day of completion of the financial report.

The financial report already examined and approved by a certified auditor shall be proposed to the President, and then reported to the University Council without delay.

Announced on July 27, B.E. 2541 (1998).

Mr. Boonyium Meesook

Chairman of the University Council

King Mongkut's University of Technology Thonburi