

(Unofficial Translation)

Announcement of the Board of Investment

No. Por 3/2560

Criteria and Procedures for Application for Permission to Bring Foreign Workers into the Kingdom of Thailand via Electronic System

To facilitate convenience for promoted entities seeking permission to bring skilled foreign workers into the Kingdom of Thailand under Sections 25 and 26 of the Investment Promotion Act B.E 2520, and to comply to the principles of law development and good governance in the public administration, the Office of the Board of Investment hereby improved the format of the official servicing unit and eliminated unnecessary paperwork.

By the virtue of Sections 11 and 13 of the Investment Promotion Act B.E 2520, the Office of the Board of Investment deemed appropriate to specify criteria and procedures in applying for permission to bring skilled foreign workers into the Kingdom of Thailand via electronic system as follows:

1. This announcement shall apply to the applicants for permission to bring foreign workers into the Kingdom of Thailand via electronic system under Sections 25 and 26 of the Investment Promotion Act B.E 2520.
2. Any procedures, relating to requests for an application form, and submission of the application for permission to bring foreign workers into the Kingdom of Thailand, which are not specified in this announcement, shall be subject to the applicable law of electronic transactions.
3. In this announcement:
 - the term “service provider” means the office of the Board of Investment;
 - the term “user(s)” means the promoted entities;
 - the term “application for permission to bring foreign workers into the Kingdom” means the application form for permission to bring foreign workers into the Kingdom of Thailand including other supporting additional application forms which are required by the service provider to submit via the internet system;
 - the term “the system” means the single window One Stop Service Center for Visas and work permits (e-Expert System);
 - the term “user name” means an authorized code name to log into the system; and
 - the term “password” means a secret code to verify the user to log into the system.

Chapter 1

Procedures for Application for Permission to Bring Foreign Workers into The Kingdom of Thailand via Electronic System (e-Expert System)

4. In applying online for permission to bring foreign workers into the Kingdom, following criteria and procedures are applied:
 - 4.1 The users wishing to submit online an application for permission to bring foreign workers into the Kingdom of Thailand are required to take the procedures specified in this announcement.
 - 4.2 The service provider shall perform the following for the applications submitted via electronic system:
 - 4.2.1 assign user name(s) and password(s) for the users to access the system; control, monitor, administer to ensure proper functionality and efficiency of the system;
 - 4.2.2 in the case that the law requires that any information be presented or maintained in the original form as an original document, if such information is presented or maintained in the form of data message pursuant to the following requirements, it shall be regarded that such information is presented and maintained as an original document lawfully.
 - (1) a reliable method is used with the data message to assure the integrity of the information from the time when it is generated in its final form; and
 - (2) the information is capable of being subsequently displayed.
 - 4.2.3 Subject to the provision in 4.2.2, in the case where the law requires that certain documents or information be retained, if such retention is made in the form of a data message pursuant to the following requirements, it shall be deemed that such document or information is retained lawfully:
 - (1) that data message is accessible and reusable for subsequent reference without changes in its meaning;
 - (2) that data message is retained in the format when it was generated, sent or received, or in a format which represents accurately the information generated, sent or received; and
 - (3) the information of the source, origin and destination of a data message including the date and time sent or received, is retained.

- 4.2.4 The service provider will consider the application for permission to bring foreign workers into the Kingdom under the provision in 4.4 according to the criteria set forth by the service provider.
- 4.3 After logging in the system, the users shall take responsibilities in the accuracy of the information provided. In case that any unauthorized persons logging into the system by using the usernames and passwords without a permission from the service provider, and if the case does not arise from the mistakes on the part of the service provider, the service provider shall not take any responsibilities for the damages incurring.
- 4.4 In applying online for permission to bring foreign workers into the Kingdom, the users shall provide the information on the website according to the procedures specified by the service provider, and attach relevant document in the format required by the service provider.
- 4.5 The users shall certify the accuracy of the information provided in the attached supplement to the application. The users shall allow the service provider to keep the document as official evidence and property. The users are required to maintain the original document for 5 years. The users shall submit the document to the service provider immediately upon request.
- 4.6 After certifying the accuracy of the information and submitting the application to the service provider, the information shall be deemed effective and non-alterable unless agreed by the service provider.
- 4.7 For security purposes in transmitting and receiving data messages, the users shall implement measures in controlling and supervising retention of username and password as secrets, not allowing or opening chances for unauthorized persons to use or secretly use the user names and passwords. It shall be the users' responsibilities in the case of unauthorized persons making use of user names and passwords and causing damages to the users.
- 4.8 The users are obliged to immediately notify the service provider in the following cases:
- 4.8.1 when the user names and passwords of the users are lost, destroyed, reset, disclosed or smuggled to use;
 - 4.8.2 when it can be assumed from any situations that it is highly possible that the user names, the passwords of any authorized persons for dealing with electronic messages are lost, destroyed, reset, disclosed or smuggled to be used by unauthorized persons.

The users shall not cite the incidents in clause one as reasons to deny the binding legal effects of the data messages received by the service provider prior to the receipt of the users' notification of such incidents.

The notification of such incidents is required to submit in a written hard copy format to the service provider. In the case of urgency, the

notification can be done preliminary through facsimiles, or emails, followed by a formal written notification to the service provider on the next working day.

Upon the notification of such incidents as in the clause one, the service provider shall immediately cancel all accounts assigned to the users. In this case the users shall re-submit a new application, following the procedures specified in 4.4.

4.9 It shall be deemed that the service provider acknowledges a receipt of the electronic information, after the service provider notified the users in the form of electronic message or any other format.

The acknowledge of receipt of the information as in clause one shall not be presumed that the service provider has checked out the completeness of the electronic information received.

4.10 The service provider reserves the right to reject the electronic information sent to the service provider in the following cases:

4.10.1 As indicated by technical data, the electronic information was amended after the dispatch. Some irregularities are shown in the user names and passwords accompanying the electronic information transmitted.

4.10.2 The electronic information received does not comply to the technical specification according to the valid user manual at the time the data message is delivered.

In the case the service provider rejects the electronic information, the service provider shall immediately notify the users in the form of electronic information or any other same format.

4.11 The users may submit document or contact the service provider under the investment promotion law in the form of electronic data via the computer system of the service provider throughout 24 hours every day without official holidays.

4.11.1 In sending and receiving the electronics data, the time appearing on the computer network of the users when sending out the electronic data shall be regarded as official time of sending the data. The time appearing on the computer network of the service provider when receiving the data shall be regarded as official time of receipt of the data. The headquarters of the users are deemed official addresses of sending out the data and the office of the service provider is deemed official address of receiving the data.

4.11.2 In the case the users submit the electronic information outside the official hours, the service provider shall record the receipt of the document on the next working date and hours. The date and time of such a record shall be deemed for official reference.

4.12 Subject to provision under 4.11, the working date and time on which the service provider receives a complete set of documents via electronic system shall be deemed the

date of the users' submission of application for permission to bring foreign workers into the Kingdom of Thailand.

4.13 In the case of force majeure or any unavoidable incidents from the system defects which disable the service provider to perform the system operation, or from any actions for which the service provider does not take responsibilities by laws, the service provider shall not take responsibilities for the damages incurring to the users.

4.14 The service provider reserves the rights not to consider the application for permission to bring foreign workers into the Kingdom, if the users present the detail information not in line with the procedures specified by the service provider.

4.15 The users, wishing to submit electronic information to the service provider shall firstly accept and undersign the terms of agreement in exercising the privileges of bringing foreign workers into the Kingdom of Thailand via electronic system in the format appended to this announcement. The completed form shall be submitted to the service provider.

Chapter 2

Procedures for Application for Permission to Bring Foreign Workers into the Kingdom in Case of System Failure

- 5 In the case that the computer system of the service provider or of the official working units stops functioning and results in disruption of services for issuing permits to bring foreign workers into the Kingdom, the service provider shall announce to temporarily employ the paper-based system. The users may proceed to submit application for permission to bring foreign workers into the Kingdom via the paper-based system, together with supporting document as required by sections 25 and 26, a check list of which appended to this announcement. The service provider shall then consider and issue a letter of approval to the promoted entities, the Immigration Bureau, the Department of Employment, or the provincial governor and other related offices.
- 6 Any cases that cannot be decided in accordance with this announcement shall be decided by the Secretary General of the Thailand Board of Investment.

This announcement shall henceforth be effective

Announced on September 22, 2017

(Hirunya Suchinai)

Secretary General of the Board of Investment

Terms of Agreement in Applying for Permission to Bring Foreign Workers into the Kingdom via electronic system.

This agreement is made at the One Stop Service Center for Visas and Work Permits of the Office of the Board of Investment located at No. 319 Chamchuri Square Building 18th floor, Rama I, Phayathai, Pathumwan, Bangkok 10330. The authorized persons of the company as appeared on the certificate of the company, who in this agreement henceforth shall be referred to as “the user”, have entered into an agreement to apply for permission to bring foreign workers into the Kingdom of Thailand under the Investment Promotion Act, Immigration Act, and Alien Worker Act, via electronic system at the One-Stop Service Center for Visas and Work Permits. This agreement shall be filed at the Office of the Board of Investment, the Immigration Bureau and the Department of Employment, which are the service providers. The terms of the agreement are as follows:

1. This agreement is unilateral and is not a contract. This shall apply to the procedures in applying for permission to bring foreign workers into the Kingdom via electronic system administered by the service provider or the authorized persons.
2. In using the electronic system service, the users shall provide a complete and accurate information as required by the service provider.
In the case the service provider requires additional information which proves beneficial for the service performance, the users agreed that the information be furnished within the requested time frame set by the service provider.
3. For security purposes of the electronic system and the information of the user, the service provider and others, the user agreed to keep the password of the Single Window for Visas and Work Permits in secret and shall not disclose to any other persons who are not related to the procedure.
The user shall not utilize the system of the Single Window for Visas and Work Permits for the benefits of other persons. The user shall take charges of any damages incurring due to violations of this clause.
4. In the case that the user is aware or should be aware or skeptical of any actions, incidents, or any information which could endanger the safety of the password or any codes involving in sending information via electronic system, the user shall immediately inform the service provider to enable the service provider to inspect and prevent damages that could arise.
5. In the case the user's authorization to use the electronic system is withdrawn or suspended due to any reasons, the user is still bound to the terms and conditions specified in this agreement and including the procedures for using the service of the electronic system as required and notified to the user by the service provider.
6. The user has no rights to pass on, sell, transfer or exchange the rights to use the Single Window for Visas and Work Permits of the service provider to any other persons in all cases.

7. The user has a duty to keep the evidence document and other document relating to the electronic transactions. The user shall present the document to the service provider within 7 days after being requested by the service provider, and retain the document for 5 years from the date of the transaction.
8. The user shall keep the information which is processed or is the output from the system secure from access by, or from disclosure to unauthorized persons. The user shall erase or destroy the information, when no longer in use, to prevent the reading for reusing of the information. Any damages occurring from such violations will be totally under the responsibilities of the user.
9. The user shall not duplicate, modify, amend or change any information of the electronic system, to enable the other users to benefit from the information in their channel.
10. In the following cases, the service provider reserves the rights to suspend or withdraw the services of the electronic system without giving prior notices to the user:
 - 10.1 The user gives false, incomplete, or conceals any significant parts of the information which is so critical that the service provider turn down the request for the service via electronic system. The user knows or should have known this fact on the date of giving such information.
 - 10.2 The user fails to supply additional information upon request according to section 2 clause 2.
 - 10.3 The user breaches terms and conditions of the agreement, whether intentionally or negligently, causing the other persons to detect the information which should be kept as private secret as specified in section 3.
 - 10.4 The user acts upon anything which violates the agreement, objectives, regulation and conditions or procedures of services via the electronic system, or practices required under the investment promotion application which is effective at that time.
 - 10.5 The user acts upon anything that violates rights of the other persons.
The user agrees that being withdrawn of the right to use the electronic system as in clause one shall not be cause the user rights to sue for compensations from the service provider.
11. The user agrees that any actions causing damages to the outsiders or to the service provider, the user shall be entirely liable for the damages as a private case. The service provider shall not be deemed a participant or a witness of the case, and thus not liable for any damages incurring.
12. In case of force majeure, obstacles, or any other causes which are not faults on the part of the service provider, such as failure on the part of the user's computer units, electronic circuit or the communication system causing disruptions in the normal course of operation of the service provider. The user shall not take such causes to claim for liabilities from the service provider.

13. The service provider reserves the rights to specify, amend, change the rules, procedures or criteria to promote efficiency of the services. The service provider reserves the right to controls the uses, safeguards the electronic system, without seeking permission from the user. The user agrees to strictly follow the rules, required procedures, and criteria which was effective on the date of starting the services and which will be effective in the future announcement.
14. The user fully understands, and will strictly follow the criteria, rules and procedures in submitting application for permission to bring foreign workers into the Kingdom of Thailand under the investment promotion laws, the immigration laws and the working of alien laws (Alien Act.) via the electronic system of the Single Window for Visas and Work Permits. If the user takes any actions in violation of the rules and regulations, the user is willing to let the service provider proceed to the criteria or regulations without any conditions. Whenever the service provider revises the rules and regulations or any requirements, the user shall acknowledge the changes and autonomously complies to the revisions without delay.
15. The user acknowledges that under this agreement the service provider tries to facilitate convenience in the best interest of the applicants. In the case the service provider makes mistakes, incurs delays, incompleteness, losses, the user shall not claim for liabilities or compensations from the service provider.
16. The user hereby certifies that the application forms for registration and for permits submitted to the service provider are truthful. The user thoroughly understands the terms of agreement and conditions in applying for permission to bring foreign workers into the Kingdom of Thailand via electronic system. The user hereby agrees to follow the terms and conditions in all respects, and willfully enters into binding according to the agreement in submitting the applications in all cases.

Signature_____ (The user)

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Position_____

Company_____