

# 受入研修生規則

## RULES RELATING TO TRAINEES

(趣旨)

**第1条** この規程は、一般財団法人海外産業人材育成協会（以下「協会」という。）が実施する受入研修において、海外から来日した研修生が研修期間中に遵守すべき事項等について定める。

(法令等遵守)

**第2条** 研修生は、日本国法令並びに協会及び受入企業が定める諸規定を誠実に遵守しなければならない。

2 前項に基づき、研修生は就労及びアルバイト等をしてはならない。

(研修計画及び参加)

**第3条** 研修生は、協会が作成した研修計画又は受入企業が作成し協会が承認した研修計画に従い、研修に精励しなければならない。

2 研修生は、体調不良等止むを得ないときを除き、全ての研修に参加しなければならない。

(待遇)

**第4条** 研修生は、協会が定める基準に従った待遇を受けることができる。

(研修生の希望又は不服)

**第5条** 研修生は、研修又は待遇等について改善の希望又は不服を申し出ることができる。協会は、申出に対し、速やかに関係者と協議のうえ、必要かつ可能な措置を講ずる。ただし、研修生は協会の最終決定に従わなければならない。

(安全等留意)

**第6条** 研修生は、研修の継続に支障を来さないよう健康かつ安全に十分留意して生活しなければならない。

**Article 1 (Purpose)**

These Rules provide for obligations and other pertinent matters to be complied with by trainees coming from abroad to participate in training activities provided by the Overseas Human Resources and Industry Development Association (hereinafter referred to as the "HIDA") during the period of training.

**Article 2 (Compliance with laws, etc.)**

Trainees shall comply with Japanese laws and the rules and regulations which are established by the HIDA or the host company in good faith.

2. Under the provision of the preceding paragraph, no trainee shall be employed by another company as a full-time, part-time or any other type of employee.

**Article 3 (Training schedule and participation)**

Trainees shall be diligent in their training, following the training schedule laid out by the HIDA or by the host company with the approval of the HIDA.

2. Trainees shall participate in all training activities unless it is not possible to do so for unavoidable reasons such as ill health.

**Article 4 (Allowances, etc.)**

Trainees shall be entitled to receive allowances and services in accordance with the HIDA standards.

**Article 5 (Trainee's requests or complaints)**

Trainees shall be entitled to make a request of the HIDA for the improvement of, or a complaint against the HIDA for, their training or allowances and other conditions therefor. The HIDA shall immediately take any necessary and possible measures to solve the matter after consulting with the parties concerned. The relevant trainee shall, however, accept the HIDA's final ruling on any such matters.

**Article 6 (Care for safety, etc.)**

Trainees shall live with due care for health and safety so as not to interfere with

ならない。

- 2 前項に鑑み、研修生は、自動車（自動二輪を含む。）及び自転車の運転をしてはならない。ただし、自転車の利用については、実地研修中において宿舎と研修場所との間に適当な公共交通機関がなく、他の手段では行き帰りに支障が生じるときのみ、受入企業による安全教育や保険等の手続きが行われれば可能とする。

（宿舎）

**第7条** 研修生は、協会又は受入企業が指定又は承認した宿舎に滞在しなければならない。

- 2 研修生は、前項の宿舎以外に宿泊を希望するときは、予め協会の承認を得なければならない。なお、実地研修中は、受入企業を通じて協会に申し出なければならない。

（家族同伴）

**第8条** 研修生は、家族等を同伴又は呼び寄せてはならない。ただし、止むを得ない事由により呼び寄せようとするときは、予め協会の承認を得なければならない。なお、実地研修中は、受入企業を通じて協会に申し出なければならない。

（一時出国）

**第9条** 研修生は、日本から出国してはならない。ただし、止むを得ない事由により一時出国しようとするときは、予め協会の承認を得なければならない。なお、実地研修中は、受入企業を通じて協会に申し出なければならない。

（保険）

**第10条** 研修生は、協会が突発的かつ偶然な外来の事故（研修との関連の有無を問わない。）による研修生の傷害又は事故等に備えて研修生を被保険者として保険会社と締結する海外旅行保険契約に基づき、医療等を受けることができる。そ

the continuity of their training.

2. In the light of the preceding paragraph, no trainee shall drive an automobile (including a motorcycle) or bicycle. However, a trainee shall be allowed to use a bicycle after following safety education and certain procedures, such as those related to insurance, prescribed by the host company, only if there is no appropriate public transportation between his/her lodging and the place of the specialized technical training during the period of such training, and the use of other means will cause him/her trouble on his/her way to and from the place of such training.

#### **Article 7 (Lodgings)**

Trainees shall stay at the lodgings designated or approved by the HIDA or the host company.

2. When a trainee has a request to stay at any lodging other than the lodgings set forth in the preceding paragraph, the trainee shall obtain the prior approval of the HIDA. During the period of the specialized technical training, such request shall be conveyed to the HIDA through the host company.

#### **Article 8 (Accompanying or inviting family)**

No trainee shall be accompanied by, or invite his/her family to Japan. However, if a trainee intends to invite his/her family for unavoidable reasons, the trainee shall obtain the prior approval of the HIDA. During the period of the specialized technical training, such intention shall be conveyed to the HIDA through the host company.

#### **Article 9 (Temporary absence from Japan)**

No trainee shall leave Japan. However, when a trainee intends to temporarily leave Japan for unavoidable reasons, the trainee shall obtain the prior approval of the HIDA. During the period of the specialized technical training, such intention shall be conveyed to the HIDA through the host company.

#### **Article 10 (Insurance)**

Trainees shall be entitled to receive medical and any other treatment under an overseas travel accident insurance contract entered into by the HIDA with an insurance company, the insured of which is trainees,

の保険料は協会が負担する。

- 2 研修生は、その保険契約に定める治療限度額を超える高額な費用を要する見込みのときは、予め協会に申し出てその指示を求めなければならない。なお、実地研修中は、受入企業を通じて協会に申し出なければならない。
- 3 研修生は、疾病傷害による入院、その他研修に支障を来すべき事故が生じたときは、速やかに受入企業又は協会に届け出なければならない。
- 4 協会は、第1項の事故等による研修生の損害に対しては、保険会社が支払う保険金以外には賠償責任を負わない。

(研修生の責任による損害)

**第11条** 研修生は、故意又は重大な過失により協会又は受入企業に損害を与えたときは、協会又は受入企業から損害賠償を請求されることがある。

(研修生としての資格の喪失)

**第12条** 研修生は、次のいずれかに該当したとき、研修生としての資格を喪失する場合がある。

- 一 本規則で定めた事項に違反したとき
- 二 能力や意欲が不足し、又は素行や研修態度が不良で、研修を継続しても所期の成果を期待できないとき
- 三 疾病傷害により研修を継続することが困難なとき
- 四 協会の名誉と信用を著しく傷つける行為があったとき
- 五 前各号に準ずる事由があったとき

to provide against injury and/or accidents involving trainees caused by a sudden and unexpected event of external origin, regardless of relevance to their training. The HIDA shall pay the premium of such insurance contract.

2. A trainee shall, if he/she is expected to receive any treatment for which expenses greater than the upper limit for medical treatment specified in the insurance contract are required, inform the HIDA of that fact in advance to receive the HIDA's instructions. During the period of the specialized technical training, such information shall be conveyed to the HIDA through the host company.
3. When a trainee is hospitalized due to illness and/or injury or involved in any other accident which may interfere with the training program, the trainee shall immediately notify the host company or the HIDA of that fact.
4. The HIDA shall not be liable for damages incurred by trainees as a result of accidents, etc. as stipulated in the first paragraph of this article, except for the insurance payment to be made by the insurance company.

#### **Article 11 (Loss caused by a trainee)**

When a trainee has caused loss to the HIDA or the host company either willfully or through gross negligence, the trainee may be demanded by the HIDA or the host company to make up for such loss.

#### **Article 12 (Deprivation of traineeship)**

When any one of the following reasons exists in respect of a trainee, the trainee may be deprived of his/her traineeship thereafter:

- (1) The trainee violates any matter provided for in these Rules;
- (2) The trainee would not attain the expected result should his/her training be continued further either because the trainee lacks ability or will or because the trainee is delinquent in his/her conduct or training attitude;
- (3) It becomes nearly impossible for the trainee to continue his/her training due to illness or injury;
- (4) The reputation and standing of the HIDA are injured greatly by the trainee; or
- (5) There is any problem equivalent to any of the reasons stated above.

2 研修生は、協会と受入企業の間で受入承認が取消され、又は研修が打切られたときは、自動的に研修生としての資格を喪失する。

2. When the approval of training between the HIDA and the host company is withdrawn, or the training is discontinued in respect of a trainee, the trainee shall be automatically deprived of his/her traineeship thereafter.

3 研修生は、第1項若しくは第2項の事由により研修生としての資格を喪失したときは、原則としてそれまでに要した研修及び滞在に係る費用のすべて又はその一部を、受入企業を通じ又は直接協会に返還しなければならない。

3. In the case where a trainee is deprived of his/her traineeship due to any of the reasons set forth in the preceding two paragraphs, the trainee shall repay expenses required theretofore for his/her training and stay, in whole or in part, to the HIDA either directly or through the host company, in principle.

(帰国)

**第13条** 研修生は、研修が終了したとき又は研修生としての資格を喪失したときは、速やかに帰国しなければならない。ただし、協会の承認を得た場合はこの限りでない。

**Article 13 (Returning home)**

A trainee shall return home as soon as possible after his/her training has been completed or he/she has been deprived of his/her traineeship; provided, however, this shall not apply in the case where the trainee obtains the approval of the HIDA.

2 前項ただし書きの場合を除き、研修生が研修終了後8日以上滞在する場合、協会は復路渡航費を支払わない。

2. Whenever a trainee stays in Japan for eight days or longer after completion of his/her training excluding the case of the proviso of the preceding paragraph, the HIDA will not pay the airfare for the return-trip.

3 前条第3項の規定は、前項の場合にこれを準用する。

3. The provisions of the third paragraph of the preceding article shall apply mutatis mutandis in the case of the preceding paragraph of this article.

(修了証書)

**第14条** 研修生は、所定の研修を無事終了したときは、「研修修了証書発行規程」に基づき、協会から修了証書を受けることができる。

**Article 14 (Certificate)**

When a trainee completes the scheduled training satisfactorily, a certificate of completion of training shall be awarded to the trainee by the HIDA in accordance with the regulations for issuance of the certificate of completion of training.

(雑則)

**第15条** この規程に定めないこと又はより難しいことについては、協会がその都度定める。

**Article 15 (Miscellaneous provision)**

The HIDA may from time to time determine matters, which are not provided for herein, or to which it is difficult to apply these Rules.

附 則

この規則は、平成26年4月1日から適用する。

Supplementary Provision

These Rules shall be applicable from April 1, 2014.