

Rules for Hosted Trainees

Article 1 (Purpose)

These Rules set out obligations and other pertinent matters to be observed by trainees coming from abroad to participate in training activities provided by the Association for Overseas Technical Cooperation and Sustainable Partnerships (hereinafter referred to as the “AOTS”) under the scheme of the ODA-funded Program or the Carbon Reduction Technology Promotion (CRTP) Program 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 AOTS 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 (Communication before Trainees' entry into Japan)

Trainees who applied from overseas countries shall inform the AOTS of their consent of compliance with Japanese laws and AOTS rules and regulations, and the dates of their entry into Japan and return to their home countries by submitting a photocopy of their “Acceptance of Conditions”, air ticket and receipts by two weeks before the commencement of the training.

Article 4 (Entry into Japan)

Trainees shall enter into Japan on the day before the commencement of the training. However, trainees can arrive in Japan 2 days before the commencement of the training if it is for unavoidable reasons acknowledged by the AOTS.

Article 5 (Training schedule and participation)

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

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

Article 6 (Allowances, etc.)

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

Article 7 (Trainee' s requests or complaints)

Trainees shall be entitled to make a request of the AOTS for the improvement of, or a complaint against the AOTS for, their training or allowances and other conditions therefor. The AOTS 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 AOTS' s final ruling on any such matters.

Article 8 (Care for safety, etc.)

Trainees shall live with due care for health and safety so as not to interfere with 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 9 (Lodgings)

Trainees shall stay at the lodgings designated or approved by the AOTS 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 AOTS. During the period of the specialized technical training, such request shall be conveyed to the AOTS through the host company.

Article 10 (Curfew of AOTS Kenshu Center)

Trainees staying at an AOTS Kenshu Center shall come back from outside by the gate closing time of 11:00 p.m. If their return to the center before that time is deemed impossible due to unavoidable reasons, they shall inform the AOTS in advance.

Article 11 (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 AOTS. During the period of the specialized technical training, such intention shall be conveyed to the AOTS through the host company.

Article 12 (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 AOTS. During the period of the specialized technical training, such intention shall be conveyed to the AOTS through the host company.

Article 13 (Insurance)

Trainees shall be entitled to receive medical and any other treatment under an overseas travel accident insurance contract entered into by the AOTS with an insurance company, the insured of which is trainees, 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 AOTS 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 AOTS of that fact in advance to receive the AOTS' s instructions. During the period of the specialized technical training, such information shall be conveyed to the AOTS 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 AOTS of that fact.
4. The AOTS 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 14 (Loss caused by a trainee)

When a trainee has caused loss to the AOTS or the host company either willfully or

through gross negligence, the trainee may be demanded by the AOTS or the host company to make up for such loss.

Article 15 (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 AOTS are injured greatly by the trainee; or
 - (5) There is any problem equivalent to any of the reasons stated above.
2. When the approval of training between the AOTS 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. 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 AOTS either directly or through the host company, in principle.

Article 16 (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 AOTS.

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 AOTS will not pay the airfare for the return-trip.
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.

Article 17 (Certificate)

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

Article 18 (Miscellaneous provision)

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

Supplementary Provision

These Rules shall be applicable from April 1, 2019.