

Agreement Concerning the Foreign Construction Worker Acceptance Program
(Model Agreement)

[Sending Organization name] in [country name] (hereinafter referred to as the “Sending Organization”) and [Organization name supervising Foreign Construction Worker and Accepting Company] in Japan (hereinafter referred to as the “Designated Supervising Organization”), hereby conclude an agreement (hereinafter referred to as the “Agreement”) on the Foreign Construction Worker Acceptance Program to be implemented by the Designated Supervising Organization and Accepting Construction Company for Foreign Construction Workers to be sent by the Sending Organization in accordance with the provisions of laws and regulations in both countries, under the following terms and conditions.

Chapter 1 General Provisions

(Objective)

Article 1 This Agreement aims to ensure an appropriate and smooth implementation of the Foreign Construction Worker Acceptance Program, which is designed to accept readily available Foreign Construction Workers as a fixed-term urgent measure.

(Definition)

Article 2 The term used in this Agreement shall follow the definitions in the Public Notice on Foreign Construction Worker Acceptance Program (Ministry of Land, Infrastructure, Transport and Tourism Public Notice No. 822 of 2014).

Chapter 2 Basic Framework of Foreign Construction Worker Acceptance Program

(Period of Stay in Japan)

Article 3 The period of a stay in Japan cannot exceed two years (in case of Foreign Construction Workers who have gone back to their countries of origin or residence one year or more after completing the Construction Technical Intern Training Program, the said period cannot exceed three years).

(Designated Construction Activity)

Article 4 The Designated Construction Activity shall be appropriately implemented based on the Appropriate Supervision Plan, which is collaboratively formulated by the Designated Supervising Organization and the Accepting Construction Company.

2. The Designated Construction Activity shall be implemented under the responsibility and supervision of the Designated Supervising Organization, by clarifying the roles of the Designated Supervising Organization and the Accepting Construction Company.

(Supervisory Instructor and Daily Life Advisor)

Article 5 In connection with the job categories and work in which Foreign Construction Workers intend to engage, the Accepting Construction Company shall place Supervisory Instructors as full-time staff members who have work experience of at least five years, and also Daily Life Advisors who follow the life of Foreign Construction Workers, and engage in consultation and guidance for them.

2. The Designated Supervising Organization shall make an effort to educate Supervisory Instructors and Daily Life Advisors of the Accepting Construction Company, so that they

can provide proper guidance, respectively.

(Requirements of Foreign Construction Workers)

Article 6 Those who intend to be Foreign Construction Workers shall meet all of the following requirements:

- (1) The worker has participated in the Construction Technical Intern Training Program for approximately two years.
- (2) The worker has a history of good conduct during the Technical Internship.

Chapter 3 Employment Placement-related Operations

(Employment Placement by Business Tie-up of the Sending Organization and Designated Supervising Organization)

Article 7 In order to carry out the Foreign Construction Workers Acceptance Program smoothly, the Sending Organization and the Designated Supervising Organization shall tie-up with each other pursuant to the provisions of the laws and regulations in both countries, carry-out the operation of employment placement in line with their roles and duties properly, and cooperate with each other in the program starting from the recruitment of the persons who wish to be Foreign Construction Workers (hereafter referred to as the “Foreign Construction Worker Candidates”), selection of the Foreign Construction Worker Candidates (job seekers), maintenance of the Accepting Construction Companies (employers) which wish to accept Foreign Construction Workers, response to and provision of information for consultation from the Foreign Construction Worker Candidates (job seekers) and the Accepting Construction Companies (employers), and matching of the Foreign Construction Worker Candidates (job seekers) and the Accepting Construction Companies (employers), etc. to the conclusion of employment contracts pursuant to the provision specified in Article 8 to 12.

(Roles and Duties of the Sending Organization and Designated Supervising Organization in Employment Placement)

Article 8 The Sending Organization shall assume the following roles and duties:

- (1) To recruit the Foreign Construction Worker Candidates (job seekers), and to receive their applications.
- (2) To select the Foreign Construction Worker Candidates (job seekers) who fulfill the requirements specified in Article 6, and to make a job seeker list of selected Foreign Construction Worker Candidates (job seekers) and keep it in good faith.
- (3) To send the job seeker list specified in the preceding item (2) to the Designated Supervising Organization, and provide the Designated Supervising Organization with other related information.
- (4) To explain the details of the Foreign Construction Worker Acceptance Program based on this Agreement to the Foreign Construction Worker Candidates (job seekers), and respond to their consultation.
- (5) To provide information concerning Accepting Construction Companies (employers) and recruitment conditions including working conditions submitted by Accepting Construction Companies (employers), explain it to the Foreign Construction Worker Candidates (job seekers), so that they can fully understand such conditions, and to manage information on these recruitments.
- (6) To take proper measures to match the Foreign Construction Worker Candidates (job seekers) with Accepting Construction Companies (employers), by the method agreed

after negotiations and consultation with the Designated Supervising Organization.

- (7) To understand the results of matching the Foreign Construction Worker Candidates (job seekers).

2. The Designated Supervising Organization shall assume the following roles and duties:

- (1) To invite recruitment of Accepting Construction Companies (employers), and to accept employment offers.
- (2) To confirm and maintain Accepting Construction Companies (employers), to make an employer list, and to keep it in good faith.
- (3) To send the employer list specified in the preceding item (2) to the Sending Organization, and to provide the Sending Organization with other related information.
- (4) To explain the details of the Foreign Construction Worker Acceptance Program based on this Agreement to Accepting Construction Companies (employers), and to respond to their inquiries.
- (5) To provide Accepting Construction Companies (employers) with the job seeker list pertaining to the Foreign Construction Worker Candidates (job seekers), and to keep it in good faith.
- (6) To take proper measures to match the Foreign Construction Worker Candidates (job seekers) with Accepting Construction Companies (employers) by the method agreed after negotiations and consultation with the Sending Organization.
- (7) To understand the results of employment by Accepting Construction Companies (employers).

(Support of Sending Organization and Designated Supervising Organization)

Article 9 The Sending Organization and the Designated Supervising Organization shall take proper measures subject to the negotiation and consultation about necessary support, so that an agreement can be reached smoothly toward the conclusion of employment contracts between Accepting Construction Companies (employers) and the Foreign Construction Worker Candidates (job seekers).

(Consent of Job Seekers and Employers)

Article 10 The Sending Organization and the Designated Supervising Organization shall obtain the consent of the targeted Foreign Construction Worker Candidates (job seekers) and Accepting Construction Companies (employers) in advance, in connection with employment placement under the business tie-up of both parties.

(Confidentiality)

Article 11 The Sending Organization and the Designated Supervising Organization shall use personal information obtained pursuant to the provisions of this Chapter only for employment placement under the business tie-up of both parties, manage it properly and be responsible for the confidentiality of such information.

(Share of Expenses for Employment Placement)

Article 12 In connection with necessary expenses in carrying out employment placement under the business tie-up of the Sending Organization and the Designated Supervising Organization (hereinafter referred to as the "Expenses for Employment Placement"), both parties shall decide expense bearers and burden ratios between them after consultation, based on the roles and duties specified in the provisions of this Chapter.

2. The expenses for employment placement set forth in the preceding paragraph shall be

settled separately by being clearly distinguished from the management expenses for sending Foreign Construction Workers set forth in Article 23, miscellaneous expenses required for sending Foreign Construction Workers set forth in Article 24, and expenses for supervision of Foreign Construction Workers set forth in Article 25.

3. Any of the expenses that the Designated Supervising Organization is obliged to bear pursuant to the provisions of the above paragraph 1, shall not be collected from the Foreign Construction Worker Candidates (job seekers) and Accepting Construction Companies (employers).

(Selection of Foreign Construction Workers)

Article 13 Through employment placement set forth in this Chapter, Foreign Construction Worker Candidates (job seekers) shall become Foreign Construction Workers by concluding employment contracts with Accepting Construction Companies (employers), and completing procedures of entry into Japan or procedures relating to a change of status of residence.

Chapter 4 Treatment of Foreign Construction Workers

(Treatment of Foreign Construction Workers)

Article 14 Treatment of Foreign Construction Workers shall be as follows:

- (1) Foreign Construction Workers shall engage in Designated Construction Activities under the employment contract with the Accepting Construction Company, and the said employment contract shall be concluded in connection with procedures of entry into Japan, and will become effective at the time of the start of Designated Construction Activities. In addition, notification of Employment Terms and Conditions for Foreign Construction Workers shall be delivered to them both in their own language and in Japanese, when the Accepting Construction Company concludes the employment contract.
- (2) The Accepting Construction Company shall pay wages to Foreign Construction Workers directly in full, on a designated day every month.
The Accepting Construction Company may deduct the amount for items such as taxes and social insurance, specifically stipulated in the laws and regulations in Japan. In addition, it may deduct the amount for items such as payment for purchases, fees for welfare facilities including company residences, intra-company saving deposits, union dues, and others, with clear reasons within the scope of the agreement between management and labor, where such deductions are approved by both parties. However, the amount to be deducted under the said agreement shall not exceed actual expenses.
Furthermore, in case of paying wages in cash, the Accepting Construction Company shall provide Foreign Construction Workers with the wage payment details and collect stamped seals or receipt signatures from Foreign Construction Workers for the payroll book. In cases of bank transfer, the Accepting Construction Company shall conclude the agreement on bank transfers between management and labor, obtain the consent of Foreign Construction Workers, and provide them with wage payment details.
In addition, if business trip expenses occur in Japan during the period of Designated Construction Activities, the Accepting Construction Company shall pay allowances including business trip expenses to Foreign Construction Workers pursuant to the provisions of the rules of the Accepting Construction Company.
- (3) In connection with accommodation during the period of Designated Construction Activities, the Designated Supervising Organization or the Accepting Construction Company shall secure and provide it to Foreign Construction Workers free of charge or

with a charge.

- (4) Designated working hours during the period of Designated Construction Activities shall, in principle, not exceed 40 hours a week, and not exceed eight hours a day excluding a break. If, however, the agreement between management and labor is concluded, the Accepting Construction Company may let Foreign Construction Workers work overtime and on holidays within the scope of the agreement. When they work overtime and on holidays, the Accepting Construction Company shall pay extra wages. In addition, even in cases where the Accepting Construction Company let Foreign Construction Workers work overtime, on holidays or at midnight, the Accepting Construction Company shall consider circumstances so that Foreign Construction Workers may not work for long hours in terms of health maintenance, etc. for Foreign Construction Workers and establish a system where the Accepting Construction Company can guide Foreign Construction Workers.

(Prohibition of Collection of Deposit)

- Article 15 The Sending Organization, the Designated Supervising Organization, or the Accepting Construction Company (hereinafter in this Article referred to as the “Sending Organization, etc.”) shall not collect deposits from Foreign Construction Workers or their spouse, direct relatives or relatives living together, and other persons who have close social relationships with Foreign Construction Workers (hereinafter in this Article referred to as the “Foreign Construction Workers, etc.”), in connection with Designated Construction Activities in which the said Foreign Construction Workers engage in Japan.
2. In connection with Designated Construction Activities in which the said Foreign Construction Workers engage in Japan, the Sending Organization, etc. shall not control money and other properties of the Foreign Construction Workers, etc. under any nominal terms whatsoever, and shall not plan to do so until completion of the said Designated Construction Activities.
 3. The Sending Organizations, etc. shall not conclude an agreement with the Foreign Construction Workers, etc. on payment of penalties concerning the non-performance of the employment contract, and on an unfair transfer of any other money or properties, and shall not plan to do so until completion of the said Designated Construction Activities.

(Suspension of Designated Construction Activities)

- Article 16 If a Foreign Construction Worker corresponds to any of the following, the Sending Organization, the Designated Supervising Organization and the Accepting Construction Company shall inquire circumstances from the Foreign Construction Worker himself/herself, consult with one another, and then may suspend the Designated Construction Activities of the said Foreign Construction Worker, and have him/her return home.
- (1) In case of a violation of Article 6.
 - (2) In case of a violation of Article 20 (4).
 - (3) In cases where, due to circumstances attributable to the said Foreign Construction Worker himself/herself, the continuation of the Designated Construction Activity is difficult or improper.

(Temporary Return of Foreign Construction Workers)

- Article 17 In connection with a temporary return to their home countries of Foreign Construction Workers during their stay in Japan, a temporary return for up to [the number of days] days shall be permitted when the Designated Supervising Organization and the Accepting Construction Company find it appropriate, and it shall be done by

special re-entry permission procedures (or the Regional Immigration Bureau permits re-entry into Japan).

In addition, as to expense bearers, the Foreign Construction Workers, the Sending Organization, the Designated Supervising Organization, or the Accepting Construction Company shall consult and decide who shall bear the expenses according to the reasons for a temporary return.

Chapter 5 Roles and Duties of the Sending Organization and Designated Supervising Organization

(Roles and Duties of Sending Organization)

Article 18 The Sending Organization shall assume the following roles and duties in addition to those specified in each article of this Agreement:

- (1) Placement of a person in charge of management or communication concerning the Foreign Construction Worker Acceptance Program.
- (2) Implementation of legal procedures to the authority in their own country concerning entry into and a stay in Japan of Foreign Construction Workers.
- (3) Selection of the Foreign Construction Worker Candidates specified in Chapter 3.
- (4) Implementation of prior medical examinations (including dental examinations), and notification of the results of the examinations to the Designated Supervising Organization.
- (5) Implementation of orientation before dispatch.
- (6) Preparation of documents necessary for entry into and a stay in Japan.
- (7) Coordination with the Designated Supervising Organization and any other work necessary to smooth the promotion of the Foreign Construction Worker Acceptance Program.

(Roles and Duties of Designated Supervising Organization)

Article 19 The Designated Supervising Organization shall assume the following roles and duties in addition to those specified in each article of this Agreement:

- (1) Placement of a person in charge of management or communication concerning the Foreign Construction Worker Acceptance Program.
- (2) Implementation of legal procedures to the Japanese government for Foreign Construction Workers' entry into and stay in Japan. It does not prevent, however, the Accepting Construction Company from taking procedures for their stay in Japan.
- (3) Securing of facilities for accommodation for the Foreign Construction Workers. It includes, however, the case where the Accepting Construction Company secures accommodation.
- (4) Formulation of Appropriate Supervision Plan together with the Accepting Construction Company.
- (5) Supervision and guidance of proper Designated Construction Activities at the Accepting Construction Company based on the Appropriate Supervision Plan.
- (6) Supervision and guidance for the Accepting Construction Company (excluding those specified in the preceding item (5)).
- (7) Proper response to various consultations from Foreign Construction Workers.
- (8) Securing of new Accepting Construction Company in cases where it becomes difficult to continue Designated Shipping Activities, due to the reasons not attributable to the Foreign Construction Workers, including the bankruptcy of the Accepting Construction Company (only when the Foreign Construction Workers wish to continue the Designated Construction Activities).

- (9) Coordination with the Sending Organization, and any other work necessary to smooth the promotion of the Foreign Construction Worker Acceptance Program.

* Contain Article 20 (2) and Article 21 depending on the status of technical transfer of the intended Foreign Construction Workers.

(Guidance of Matters to Be Observed by Foreign Construction Workers)

Article 20 The Sending Organization shall exert efforts to ensure that Foreign Construction Workers observe the following matters during their stay in Japan. In addition, the Sending Organization shall cooperate with the Designated Supervising Organization and the Accepting Construction Company, and guide Foreign Construction Workers so that they can observe these matters during their stay in Japan.

- (1) They shall engage in Designated Construction Activities in a faithful manner in accordance with guidance of the Supervisory Instructor and Daily Life Advisor.
- (2) They shall make effective use of the Skills acquired in Japan during their Technical Intern Training at their workplace after they return home, and contribute to development of industries in their countries.
- (3) They shall stay in Japan alone, and shall not invite their families to live together with them during their stay.
- (4) They shall not engage in any other activities to earn income or rewards than those admitted by the status of residence.
- (5) During a stay in Japan, they shall be responsible for maintaining their own passports and will carry their resident card with them everywhere they go.
- (6) They shall return to their home countries as soon as they complete their Designated Construction Activities.

(Follow-up after Returning to their Home Countries)

Article 21 In cooperation with the Sending Organization, the Designated Supervising Organization shall make a follow-up survey to see if the Foreign Construction Workers are using the Skills acquired in Japan during their technical intern training after their return to their own countries.

2. The Sending Organization shall compile the survey results as to whether they are using the Skills acquired in Japan during their Technical Intern Training in ["country name"] and report them to the Designated Supervising Organization or the Accepting Construction Company.

(Measures Concerning Accidents/Crimes/Runaways)

Article 22 In cases where accidents, crimes and runaways concerning Foreign Construction Workers occur, the Designated Supervising Organization shall immediately report the facts to the Sending Organization and, at the same time, shall take proper measures after consultation with the Sending Organization in compliance with the laws and regulations in Japan.

Chapter 6 Expense Burden, etc.

(Breakdown of Management Expenses for Sending Foreign Construction Workers)

Article 23 In promoting the Foreign Construction Worker Acceptance Program, the expenses that the Sending Organization needs to cover (hereinafter referred to as the "Management Expenses for Sending Foreign Construction Workers" except for miscellaneous expenses specified in the following Article and Expenses for Employment

Placement as to screening and selection of the Foreign Construction Worker Candidates) are as follows:

- (1) The expenses that the Sending Organization needs to prepare for medical examinations and dental examinations to be made by such an organization before the Sending Organization dispatches the Foreign Construction Worker Candidates, and any other expenses accompanied by the said examinations.
- (2) The expenses that the Sending Organization needs to prepare for communication with or consultation with the companies in sending countries or the Designated Supervising Organization.
- (3) The expenses that the Sending Organization needs to prepare for the dispatching of its staff members to Japan to consult with Foreign Construction Workers, and to assist them (including expenses for measures in cases where Foreign Construction Workers are involved in accidents.)
- (4) Any other expenses incurred by the Sending Organization for the promotion of this Program.

(Miscellaneous Expenses Required for Sending Foreign Construction Workers)

Article 24 The Miscellaneous Expenses required for sending Foreign Construction Workers in addition to the expenses specified in the preceding Article are as follows:

- (1) Expenses for medical and dental examinations.
- (2) Passport and visa application fees.
- (3) Expenses for a domestic trip in [country name] before dispatch to Japan, and after returning from Japan.
- (4) Any other expenses incurred in [country name] in connection with sending Foreign Construction Workers.

(Breakdown of Expenses for Supervision of Foreign Construction Workers)

Article 25 In implementing the Foreign Construction Worker Acceptance Program, the expenses that the Designated Supervising Organization needs to cover (hereinafter referred to as the “Expenses for Supervision of Foreign Construction Workers”, except for expenses for employment placement concerning screening and selection of the Foreign Construction Worker Candidates) are as follows:

- (1) Expenses required for communication and consultation with the Sending Organization.
- (2) Expenses required for selection of Accepting Construction Companies.
- (3) Expenses required for preparation for accepting Foreign Construction Workers including holding of explanatory meetings in Japan.
- (4) Round trip expenses specified in Article 26.
- (5) Expenses to implement inspections and guidance on a visit basis for Accepting Construction Companies.
- (6) Expenses to secure accommodation.
- (7) Expenses to take measures in response to consultation with Foreign Construction Workers.
- (8) Expenses to visit dispatching countries to have meetings, and to inspect conditions on the Foreign Construction Worker Acceptance Program, etc.
- (9) Any other expenses incurred by the Designated Supervising Organization for the promotion of this Program.

(Burden of Expenses)

Article 26 Out of the expenses required for the Foreign Construction Worker Acceptance Program, the Management Expenses for sending Foreign Construction

Workers specified in Article 23 and Miscellaneous Expenses required for sending Foreign Construction Workers specified in Article 24 shall be borne by the Sending Organization and the Designated Supervising Organization to the degree of their proper portion after mutual consultation, and the Expenses for Supervision of Foreign Construction Workers specified in Article 25 shall be borne by the Designated Supervising Organization and the Accepting Construction Company.

For the trip expenses of Foreign Construction Workers to visit Japan for Designated Construction Activities (meaning the trip expenses from the last spot where the Foreign Construction Workers depart their home countries to the first spot where they make entry into Japan), the Designated Supervising Organization and the Accepting Construction Company shall bear the trip expenses.

For the trip expenses of Foreign Construction Workers to return home after completing the Designated Construction Activities (meaning the trip expenses from the last spot where the Foreign Construction Workers leave Japan to the first spot where they land in their home countries), the Accepting Construction Company shall bear the trip expenses when Foreign Construction Workers cannot pay for his or her own return trip, or the Designated Supervising Organization shall bear the trip expenses when the Accepting Construction Company cannot pay for its worker's return trip.

(Treatment of Management Expenses for Sending Foreign Construction Workers)

Article 27 In cases where the Designated Supervising Organization decides to bear a part of the Management Expenses for sending Foreign Construction Workers specified in Article 23 and Miscellaneous Expenses required for sending Foreign Construction Workers specified in Article 24, the Designated Supervising Organization shall send the amount which both parties decide to be proper to the Sending Organization. In addition, in this case, the breakdown of the Management Expenses for sending Foreign Construction Workers and Miscellaneous Expenses required for sending Foreign Construction Workers that the Designated Supervising Organization bears shall be notified to the Designated Supervising Organization by the Sending Organization separately.

2. The Management Expenses for sending Foreign Construction Workers during the period of Designated Construction Activities shall be [amount of money] yen a month per person.
3. The Designated Supervising Organization shall collect the Management Expenses for sending Foreign Construction Workers from the Accepting Construction Companies every month, and will send them to the Sending Organization once in a [the figure] month in a lump sum.
4. In connection with treatment of the Management Expenses for sending Foreign Construction Workers, the Designated Supervising Organization shall establish an exclusive bank account, clearly separate it from allowances for wages to be paid to Foreign Construction Workers, and shall not collect such expenses from allowances for wages of Foreign Construction Workers.

Chapter 7 Miscellaneous Provisions

(Treatment of Matters Related to Job Changing of Foreign Construction Workers)

Article 28 The Sending Organization and the Designated Supervising Organization shall not treat the Foreign Construction Workers in an unfair manner, for the reason that the Foreign Construction Workers intend to change their jobs, or agree to change their jobs properly in accordance with the laws and regulations in Japan.

(Memorandum to the Agreement Concerning Foreign Construction Worker Acceptance Program)

Article 29 In connection with [] and [], the “Memorandum to this Agreement concerning the Foreign Construction Worker Acceptance Program” to be specified separately shall apply.

(Interpretation of Agreement)

Article 30 If there is a doubt on the interpretation of the Articles of this Agreement, or if there is a matter not specified in this Agreement, both parties shall consult with each other and decide it in line with the purpose of the Foreign Construction Worker Acceptance Program.

(Settlement of Dispute)

Article 31 In cases where a dispute arises in connection with the Foreign Construction Worker Acceptance Program, the Sending Organization and the Designated Supervising Organization shall exert efforts to settle it by consultation of the two parties while respecting the purpose of the Foreign Construction Worker Acceptance Program and the laws and regulations in Japan, and taking into consideration efforts not to damage the good relationship shared between both parties. In addition, in cases where an unavoidable problem case occurs by any chance, it shall be settled through the judgment of related ministries, or the court in Japan.

(Effectiveness of Agreement)

Article 32 This Agreement shall become effective on the date of signature. In cases where guidance is given by related ministries in Japan in connection with conditions infringing on the content of this Agreement, or a matter not specified in this Agreement, however, the parties concerned shall comply with it, and the Designated Supervising Organization shall immediately notify the Sending Organization of the content of the said matter in writing. Thereafter, the content of the said matter shall apply in priority to this Agreement.

(Termination of Agreement)

Article 33 This Agreement shall be terminated on March 31, 2021, or cease to be effective in any of the following cases:

- (1) In cases where the Foreign Construction Worker Acceptance Program targeted by this Agreement is completed (The termination date of this Agreement shall be the completion date of the Foreign Construction Worker Acceptance Program).
- (2) In cases where continuance of Designated Construction Activities becomes impossible during the process, and Foreign Construction Workers return home (In this case, the Designated Supervising Organization shall notify the Sending Organization to that effect in writing, and the termination date of this Agreement shall be the sending date of such a document).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement both in Japanese and in the language of [“country name”] in duplicate by placing their signatures thereon, and each party shall keep one copy of the originals.

(Sending Organization)
[country name]

(Designated Supervising Organization)
[country name]

△△

Representative ○○○○

Signature_____

○○

Representative ○○○○

Signature_____

In [country name] on [Date]