

**MEMORANDUM OF UNDERSTANDING
ON
THE TECHNICAL INTERN TRAINING
PROGRAM FOR TECHNICAL INTERNS OF
BANGLADESH IN JAPAN**

THE MINISTRY OF EXPATRIATES' WELFARE AND
OVERSEAS EMPLOYMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH

AND

INTERNATIONAL MANPOWER DEVELOPMENT ORGANIZATION,
JAPAN

MARCH, 2017

Handwritten initials and a signature mark.

CONTENTS

Article

- 1 Objectives of the MOU for MEWOE
- 2 Objectives of the MOU for IM Japan
- 3 Scope of Technical Intern Training Programs in Japan
- 4 Expenses of Technical Intern Training Programs in Japan
- 5 Obligations of MEWOE
- 6 Obligations of IM Japan
- 7 Saving Fund
- 8 Early Termination of Technical Intern's Participation in Technical Intern Training Program
- 9 Technical Intern's Return upon Completion or Early Termination
- 10 Technical Intern's Temporary Return and Expenses
- 11 Response to Accident, Crime, Problem Case and Disappearance
- 12 Force Majeure
- 13 Settlement of Disputes
- 14 Amendments and Additional Provisions
- 15 Validity, Termination and Nullity of Paragraph
- 16 Language



Memorandum of Understanding
Between
The Ministry of Expatriates' Welfare and Overseas Employment
Government of the People's Republic of Bangladesh
And
The International Manpower Development Organization, Japan
On
The Technical Intern Training Program for Technical Interns of Bangladesh
in Japan

The Ministry of Expatriates' Welfare and Overseas Employment, Government of the People's Republic of Bangladesh, address at 71-72 Old Elephant Road Eskaton, Dhaka 1000, Bangladesh, (hereinafter referred to as the "MEWOE") and the International Manpower Development Organization, Japan, address at 2-4-3 Nihonbashihoridome-cho Chuo-ku, Tokyo, Japan, (hereinafter referred to as the "IM Japan") hereinafter referred to as the Parties.

Considering that the Parties shall cooperate in union on the conduct of the Technical Intern Training Program for Technical Interns of Bangladesh in Japan (hereinafter referred to as the "Technical Intern Training Programs in Japan") with the objectives of promoting the development of enterprises, human resources and international mutual understanding under the "Act Regarding Appropriate Implementation of Technical Intern Training for Foreigners and Protection of Technical Interns (No.89 of Law, year of 2016) (hereinafter referred to as "Act") in Bangladesh and Japan as well as of the contribution to economic cooperation to the People's Republic of Bangladesh through the transfer of technology and technical exchanges in and between the Government of the People's Republic of Bangladesh and Japan in accordance with the laws and regulations of the respective countries;

The Parties, by taking into account of respective national laws and regulations in force,

Have agreed and with the consent of the Parties as follows, the MOU on the Technical Intern Training Program for Technical Interns of Bangladesh in Japan and the Technical



Agreements signed on July 8th, 2015 are hereby repealed this MOU and Technical Agreements.

Article 1

Objectives of the MOU for MEWOE

The objectives of this MOU for MEWOE is to promote human resources development as one of the important national policies of Bangladesh, by dispatching many motivated technical interns of Bangladesh (hereinafter collectively referred to as the "Technical Interns" or individually as a "Technical Intern") to Japan for free of charge through the Technical Intern Training Program in Japan and promoting transfer of technical skills and knowledge at each accepting company in Japan (hereinafter collectively referred to as the "Accepting Companies" or individually as an "Accepting Company"), so that the Technical Interns can play important roles in the growth of economy of Bangladesh utilizing their expertise acquired in Japan after their return to Bangladesh. The MOU is made based on mutual understanding and friendly relationship between Japan and Bangladesh.

Article 2

Objectives of the MOU for IM Japan

The objectives of the MOU for IM Japan is to promote further development of the Technical Intern Training Programs in Japan in cooperation with Bangladesh national policy on human resources development through the Technical Intern Training Program, so that such Technical Interns dispatched by MEWOE may acquire the practical technical skills and knowledge at the Accepting Companies and play a key role in Bangladesh industrial development at an enterprise or by starting up his own business, after their return to Bangladesh. By implementing the Program, IM Japan contributes to the development of enterprises in the respective countries, to the promotion of mutual understanding between the two countries and to the economic growth of Bangladesh. The Technical Intern Training Program shall be further implemented by IM Japan as a legal Accepting Organization under the regulation of Japanese government.



Article 3

Scope of Technical Intern Training Programs in Japan

(1) The Technical Intern Training Programs in Japan, the details of which is specified in the following, shall be conducted through close cooperation between MEWOE and IM Japan:

(a) Pre-Departure Training

MEWOE shall conduct pre-departure training for four months in the People's Republic of Bangladesh (hereinafter referred to as the "Pre-departure Training") for the purpose of preparing the candidates of the Technical Interns to acquire knowledge of the Japanese language, customs and manners so that the Technical Interns can achieve appropriate results from their participation in the technical intern training program in Japan.

(b) Technical Intern Training 1

IM Japan shall conduct the collective training course for one month (hereinafter referred to as the "Collective Training Course") that the Technical Interns participate in immediately after arrival in Japan, and a technical intern training program for Bangladesh technical interns in Japan for eleven months under an Employment Contract for Technical Intern Training (hereinafter referred to as "ECTIT") between a Technical Intern and an Accepting Company, a member of IM Japan, which becomes total one year (hereinafter referred to as "Technical Intern Training Program 1"), for their acquisition of skills, technology and knowledge of Japanese companies (hereinafter referred to as "Skills"). The Collective Training Course shall be for the purpose of helping the Technical Interns to acquire the Japanese language, the knowledge of daily life, the Labor Standards Law of Japan and its related laws for their legal protection, the knowledge of skills and other related matters used in Japan.

(c) Technical Intern Training 2

A Technical Intern who has met the requirements that his level of results of Technical Intern Training Program 1 has reached a certain level shall be eligible to receive technical intern training for two years (hereinafter referred



to as the "Technical Intern Training Program 2") after the completion of participation in the Technical Intern Training Program 1 as set forth in Article 3, paragraph (1), sub-paragraph (b) herein. The Technical Intern Training Program 2 shall be conducted, for the purpose of his acquisition of proficiency level of technical skills, under an ECTIT between a Technical Intern and an Accepting Company at the place of the same Accepting Company that the Technical Intern participates in the Technical Intern Training Program 1.

(d) Technical Intern Training 3

A Technical Intern who has met the requirements that his level of results of Technical Intern Training Program 2 for the purpose of his acquisition of master level of skills shall be eligible to receive Technical Intern Training for two more years (hereinafter referred to as "Technical Intern Training Program 3"), under an ECTIT between a Technical Intern and an Superior Accepting Company.

- (2) Technical Intern Training 3 is conducted for the period that IM Japan is authorized as the General Supervising Organization stipulated in Article 23 (1)-① of Act, and in case of being authorized as a Specified Supervision Operation in Article 23 (1)-② of Act, IM Japan shall conduct Technical Intern Training 1 and 2.
- (3) The qualifications of candidates for the Technical Interns, selection of candidates for the Technical Interns, the contents and schedule of the Pre-departure Training set forth in Article 3, paragraph (1), sub-paragraph (a) herein, immigration procedures for Technical Interns' entry into Japan, and other matters in related to Technical Interns in Technical Intern Training Program 1, 2 and 3 shall be consulted and decided between MEWOE and IM Japan.
- (4) In the case that the occupation in an Accepting Company is not approved for transfer to Technical Intern Training Program 2 or an Accepting Company wishes to accept Technical Interns for one year, an One Year Technical Intern Training Program to complete only the Technical Intern Training Program 1 course shall be introduced, which may cover some needs of Bangladesh companies to let their staff apply for the one year course. The One Year Technical Intern Training Program shall include the Collective Training Course.



Article 4

Expenses of Technical Intern Training Programs in Japan

The sharing of expenses incurred in conducting the Technical Intern Training Programs in Japan shall be determined separately through mutual consultation between MEWOE and IM Japan.

Article 5

Obligations of MEWOE

- (1) MEWOE shall be responsible for the recruitment of Technical Intern candidates in the People's Republic of Bangladesh, the selection of the Technical Interns from them, the conduct of the Pre-departure Training, and the dispatch of the Technical Interns from the country to Japan with information, advice and support from IM Japan. In cooperation with IM Japan staff stationed in Dhaka, MEWOE shall conduct the strict selection of Technical Interns and exclusion of the disqualified person during the Pre-departure Training, and dispatch eligible Technical Interns who are able to complete the Technical Intern Training Program for the planned duration without their missing and early termination during the Technical Intern Training Program in Japan.
- (2) MEWOE shall take responsibility that each of Technical Interns shall fully satisfy the qualifications as a Technical Intern candidate, and be qualified as a Technical Intern for the Technical Intern Training Program, and be a qualified person who can complete his participation in the Technical Intern Training Program.
- (3) MEWOE shall instruct each of Technical Interns against acting illegally during the Technical Intern Training Program by informing each of Technical Interns of the laws and regulations in Japan, Japanese customs, and the Rules of Technical Interns during the Pre-departure Training and allowing each of Technical Interns comply with these laws, regulations, rules and customs.
- (4) MEWOE shall take responsibility for facilitating of reinstatement and or employment of Technical Interns who have successfully completed their participation in the Technical Intern Training Program, and provide necessary

MS

supports for those who wish to start up their own business. MEWOE will provide an update information of the use (employment and starting-up of business) of skills acquired in Japan by Technical Interns for a fixed period after their return to Bangladesh to IM Japan.

- (5) If IM Japan suffers any loss or damage caused by Technical Interns not abiding by any of the rules, regulations or customs set forth in Article 5 (3), including the damages payable to a third party (for example: medical treatment expenses and compensation in case of traffic accident or fighting, property damage, compensation of fire accident, and so on) IM Japan shall be entitled to claim the amount of actual damages against the Technical Interns with support from MEWOE. The amount of the claim shall be consulted with MEWOE.
- (6) MEWOE shall arrange for a person in charge to deal with the Technical Intern Training Programs both in Bangladesh and at Embassy of Bangladesh in Japan. The person at the Embassy shall support for instruction to the Technical Interns in Japan in cooperation with IM Japan
- (7) In addition to the obligations set forth herein, MEWOE shall perform the following obligations to:
 - (a) Grade the Japanese language ability of each of Technical Interns upon completion of participation in the Pre-departure Training in accordance with the criteria prescribed by IM Japan, and shall then inform IM Japan of the results of grading;
 - (b) Provide an assistance on matching of Technical Interns and the companies wishing to accept Technical Interns and conclusion of an ECTIT between the Technical Intern and the Accepting Company, with advice and support from IM Japan
 - (c) Grant a certificate of completion of Pre-departure Training to each group of Technical Interns who have been successful in the grading of Japanese language ability as set forth in the foregoing item, at the end of each session of the Pre-departure Training;

H (S)

- (d) Obtain all permits and approvals required under the laws and regulations of the People's Republic of Bangladesh for the implementation of Technical Intern Training Programs in Japan and conduct all necessary formalities;
- (e) Procure for a means of transportation for the Technical Interns upon departure from and arrival in the People's Republic of Bangladesh; and
- (f) Handle any other matters that shall be determined separately through mutual consultation between MEWOE and IM Japan.

Article 6
Obligations of IM Japan

- (1) Under the permission for General or Specified Supervision Organization from the competent minister, IM Japan shall accept the Technical Interns dispatched by MEWOE and shall conduct the Collective Training Course immediately after arrival in Japan and manage and instruct the Technical Interns during the Technical Intern Training Program which is implemented under an ECTIT between an Accepting Company and a Technical Intern, and shall administer and instruct the Accepting Companies.
- (2) According to the regulations of Act, IM Japan shall operate Technical Intern Training Program appropriately, so that Technical Intern can play an important role with the skills for employment or becoming an entrepreneur after return to home country, especially develop technical Interns who is capable to manage the operation as a supervisor class in Technical Intern Training 3.
- (3) In addition to the obligations set forth herein, for helping the Technical Interns to complete the Technical Intern Training Program for the planned duration, IM Japan shall perform the following obligations to:
 - (a) Give a necessary advice and support on the conclusion of an ECTIT between an Accepting Company and Technical Interns under the holding permission of Free Employment Placement Projects approved for Technical Intern Stipulated

M/S

in Act;

- (b) Apply for issuance of a "Certificate of Eligibility" under the provision of Article 7-2 of the Immigration-Control and Refugee-Recognition Act of Japan to ensure that each of Technical Interns obtain visa to enter Japan for technical interns;
- (c) Arrange for the accommodation and technical interns training facilities, which will be used by the Technical Interns participating in the Technical Intern Training Program, and which are in conformance to the health and safety standards;
- (d) Pay a living allowance for the Collective Training Course to each of Technical Interns in an amount determined through mutual consultation between MEWOE and IM Japan;
- (e) Purchase public insurance for the Technical Interns participating in the Technical Intern Training Program (excluding participation in the Collective Training Course) in accordance with laws and regulations of Japan, and insurance for technical intern training for the Technical Interns participating in the Technical Intern Training Program (including participation in the Collective Training Course);
- (f) Conduct the Collective Training Course of one month Immediately after arrival in Japan and write and affix a training journal and retain such journal for at least one year after completion of the Technical Intern Training Program;
- (g) Perform medical examinations on the Technical Interns participating in the Collective Training Course, and give guidance to the Accepting Companies on the conducting of medical examinations on the Technical Interns participating in the Technical Intern Training Program;
- (h) Guide the Accepting Company to create a Technical Intern Training Program Plan (hereinafter referred as "Plan") under the Article 8 (1) and make necessary instructions and advices for accomplishment of the Plan;



- (i) Apply for "extension of period of stay in Japan" or "change of status of residence in Japan" on behalf of each Technical Intern participating in the Technical Intern Training Program;
- (j) Conduct formalities necessary to obtain all permits and approvals required under the laws of Japan, with respect to the conduct of the Technical Intern Training Programs in Japan;
- (k) Monitor maintain the living conditions, the training and daily life environment of the Technical Interns, and promote to exchange culture in the community;
- (l) Visit the Accepting Companies for Technical Interns every month or more and provide guidance on the implementation of appropriate Technical Intern Training Program, and create and affix documents relating to such guidance and retain such documents for at least one year after completion of the Technical Intern Training Program;
- (m) Inspect the Accepting Companies every three months or more in terms of the state of implementation of the Technical Intern Training Program under the Article 42 (1) of Act and report results to the competent minister. Conduct inspections when made aware of Improper Conduct of the Accepting Company and report results to the competent minister;
- (n) Place technical intern training program instructors and daily-life guidance instructors at the Accepting Companies for the instruction to and management of the Technical Interns;
- (o) Provide guidance to the Accepting Companies in relation to the management of and supervision over the Technical Interns;
- (p) In order to promptly respond to consultations from Technical Interns during holidays or at night, assign consultants who speak the native language of Technical Interns by informing Technical Interns of the mobile phone number of IM Japan Staff in charge and cooperating with public institutions and daily-life guidance instructors in accordance with the details of the

Handwritten marks: a stylized signature or initials and a circled 'X'.

consultation;

- (q) Grant a "Certificate of Completion of Technical Intern Training Program" to a Technical Intern who has successfully completed his participation in the Technical Intern Training Program;
- (r) Procure international airline tickets upon entry into and departure from Japan and a means of transportation within Japan, required by the Technical Interns;
- (s) Give full assistance all the time for the recruitment and the Pre-departure Training in Bangladesh implemented by MEWOE for the purpose of the improvement and enrichment of the recruitment criteria and the education of the Japanese language and for adaptation to the society in Japan. During the Pre-departure Training, fully grasp the Japanese language capacity, nature and personality of each technical intern candidate, and provide an appropriate advice to MEWOE whether the candidate should be dispatched to Japan or not ;
- (t) Exclude the disqualified Technical Interns during the Collective Training Course and Technical Intern Training Program, taking MEWOE's advice as the need arises;
- (u) Under the Article 33 (1) of Act, notify the competent minister taken in the event that a Technical Intern has returned home having completed the Technical Intern Training Program or in the event that it is no longer possible to continue Technical Intern Training Program activities;
- (v) Make Accepting Company grasp the acquisition status after completing Technical Intern Training Program 1, 2, and 3 based on reports from the Accepting Company under the Article 21 (1) of Act;
- (w) Conduct a distance course for development of supervisors and entrepreneurs;
- (x) Other provisions shall be governed by Act and its related ministerial



ordinances; and

- (y) Handle any other matters that shall be determined separately through mutual consultation between MEWOE and IM Japan.

Article 7 **Saving Fund**

Each of Technical Interns who has successfully completed participation in the Technical Intern Training Program shall receive a saving fund after return to Bangladesh in Taka currency in the following amount equivalent to Japanese Yen as a fund for reinstatement, employment, or new business start-up.

MEWOE shall make an Accepting Company, a member of IM Japan bear the following amount of money related to the Technical Intern Training Programs in Japan.

- (a) Technical Intern who has completed Technical Intern Training for 3 years will receive an equivalent amount of ¥600,000 per Intern;
- (b) Technical Intern who has completed Technical Intern Training for 5 years will receive an equivalent amount of ¥1,000,000 per Intern. If the technical Intern cannot pass the final test of correspondence course, shall receive ¥800,000 per Intern.
- (c) Technical Intern who has completed Technical Intern Training for 1 year will receive an equivalent amount of ¥200,000 per Intern

Article 8 **Early Termination of Technical Intern's Participation** **in Technical Intern Training Program**

- (1) If Technical Interns' participation in the Technical Intern Training Program are early terminated, IM Japan shall give assistance to the Technical Interns in their return to Bangladesh; provided, however, that IM Japan shall not give any such support in case of such Technical Intern absconding from the Accepting Company in Japan.



- (2) If Technical Interns' participation in the Technical Intern Training Program are early terminated for reasons not attributable to the Technical Interns, IM Japan shall use the maximum efforts to allow the Technical Interns to continue their participation in the Technical Intern Training Program, for example, by selecting a replacement for an Accepting Company. In case that Technical Interns have no alternative but to return to Bangladesh before their completion of the Technical Intern Training Program for the planned duration because IM Japan is unable to find the next accepting company for them, such Technical Interns shall receive supporting money determined through consultation between MEWOE and IM Japan; provided, however, that no such supporting money shall be paid in case of the Technical Interns returning to Bangladesh due to illness or injury.
- (3) IM Japan shall notify MEWOE in writing of the reasons for Technical Interns' return to Bangladesh, with respect to the Technical Interns affected by the early termination of their participation in the Technical Intern Training Program.

Article 9

Technical Intern's Return upon Completion or Early Termination

- (1) Each of Technical Interns shall immediately return to the People's Republic of Bangladesh under the instructions of IM Japan upon completion or early termination of his participation in the Technical Intern Training Program.
- (2) MEWOE shall notify IM Japan of Technical Intern's arrival in the People's Republic of Bangladesh.

Article 10

Technical Intern's Temporary Return and Expenses

- (1) The expense for Technical Interns Temporary Return shall be discussed between MEWOE and Japan.



(2) As specified in Article 10, paragraph (1) herein, IM Japan shall apply for a reentry visa to Japan on behalf of Technical Interns wishing to return to the People's Republic of Bangladesh on a temporary basis, and shall conduct any other immigration formalities.

Article 11

Response to Accident, Crime, Problem case and Disappearance

(1) If Technical Interns are involved in any accident or crime or causes a problem during their participation in the Technical Intern Training Program, IM Japan shall immediately notify MEWOE, the Bangladesh Embassy in Japan and the Competent Minister to that effect. In this case, MEWOE and IM Japan shall jointly settle the matter with the coordination of the Bangladesh Embassy in Japan in accordance with the laws of Japan.

(2) MEWOE and IM Japan shall take all necessary measures at every opportunity during the selection of the Technical Interns, the Pre-departure Training, the Collective Training Course, the Technical Intern Training Program to prevent the Technical Interns from becoming missing persons, becoming illegal workers or illegal residents in violation of any relevant laws and regulations of Japan. If the missing case of a Technical Interns should occur, IM Japan shall notify MEWOE, the Bangladesh Embassy in Japan and the Regional Immigration Bureau of the same. MEWOE shall coordinate with the Bangladesh Embassy in Japan and provide IM Japan with any information of the missing Technical Interns returning home as appropriate.

Article 12

Force Majeure

If either MEWOE or IM Japan finds it unable to perform this Memorandum of Understanding in whole or in part due to an Act of God or any other force *majeure*, or under any other unavoidable circumstances, the party so affected shall immediately notify the other party to that effect, and shall enter into consultation with the other party to remedy any failure in the performance of this Memorandum of Understanding.

Article 13
Settlement of Disputes

Any difference or dispute between the Parties arising out of the interpretation or implementation of application of the provisions of this Memorandum of Understanding will be settled amicably through consultation or negotiations between the Parties without reference to any third party.

Article 14
Amendments and Additional Provisions

- (1) This Memorandum of Understanding may be revised, modified or amended in all or part, at any time, by mutual written consent of the Parties. Such revision, modification or amendment shall come into force on such date as determined by the Parties and shall form part of this Memorandum of Understanding.
- (2) Any revision, modification, or amendment will not prejudice any ongoing co-operation arising out of this Memorandum of Understanding before or up the date of such revision, modification or amendment.

Article 15
Validity, Termination and Nullity of Paragraph

- (1) This Memorandum of Understanding will enter into force for the Technical Interns after the enforcement of Act.
- (2) If either MEWOE or IM Japan wishes to terminate this Memorandum of Understanding, the party so affected shall notify the other party of its intention to terminate this Memorandum of Understanding. In such a case, MEWOE and IM Japan shall consult with each other in good faith to determine the effective date of such termination and disposition therefore by mutual agreement between the parties hereto.

Handwritten initials and a circled 'X' mark.

- (3) Termination of this Memorandum of Understanding will not prejudice any ongoing co-operation arising out of this Memorandum of Understanding before or up to dates of its termination.
- (4) If any provision of this Memorandum of Understanding is held invalid due to the reform of the laws of the People's Republic of Bangladesh or Japan, the reformed laws shall take precedence over this Memorandum of Understanding.

Article 16

Language

This Memorandum of Understanding has been executed in English.

IN WITNESS WHEREOF, the undersigned being dully authorized thereto by their respective institution, have signed this Memorandum of Understanding.

Sunday of 12th of March, 2017

**FOR AND ON BEHALF OF
THE MINISTRY OF EXPATRIATES'
WELFARE AND OVERSEAS
EMPLOYMENT
GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF BANGLADESH**


**NURUL ISLAM BSC
MINISTER**

**FOR AND ON BEHALF OF
INTERNATIONAL MANPOWER
DEVELOPMENT ORGANIZATION,
JAPAN**


**KYOEI YANAGISAWA
EXECUTIVE CHAIRMAN (CEO)**

