

FOREWORD

I am pleased to present the revised Guideline for the Technical Intern Training Program (TITP) in accordance with the Memorandum of Cooperation (MoC) signed between the Royal Government of Bhutan and the Government of Japan on 3rd October 2018. This guideline is the result of a comprehensive review undertaken by the Department of Employment and Entrepreneurship (DoEE), Ministry of Industry, Commerce, and Entrepreneurship (MoICE), in response to the challenges faced in the implementation of the TITP program.

The issue of rising youth unemployment remains a significant concern in our nation. According to the Labour Force Survey 2022, the unemployment rate increased to 5.9 percent, and the youth unemployment rate at 28.6 percent against the previous year's 4.8% and 20.9% respectively. These statistics highlight the pressing need for effective measures to address the unemployment challenges faced by our educated youth. Recognizing the importance of human resource development in driving socio-economic growth, the Royal Government of Bhutan has been actively exploring skilling programs and employment opportunities, both domestically and overseas. In collaboration with the Government of Japan, the TITP has emerged as a viable initiative to enhance the skills, knowledge, and abilities of our workforce. By participating in the TITP, we aim to contribute to the human resource and economic development of Bhutan while strengthening cooperation between our nations.

This guideline provides essential information and assistance for the effective implementation of the TITP program. It outlines the registration and approval process, defines roles and responsibilities, establishes recruitment and selection procedures, sets standards and obligations for Technical Intern Trainees (TITs), and addresses remuneration, expenses, and burdens.

We firmly believe that the revised Guideline for TITP will pave the way for enhanced skills development, increased employment opportunities, and socio-economic progress in our country. By investing in the development of our human resources, we can unlock the full potential of our workforce and contribute to the growth of our economy.

I extend my gratitude to all stakeholders for their unwavering support.



Kunzang Lhamu
Director General
Department of Employment and Entrepreneurship

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ACRONYMS

IO	Implementing Organization
LEA	Labour and Employment Act 2007
MoC	Memorandum of Cooperation
MFAET	Ministry of Foreign Affairs and External Trade
MoH	Ministry of Health
MoHA	Ministry of Home Affairs
MoICE	Ministry of Industry, Commerce and Employment
OTIT	Organization for Technical Intern Training
PDB	Pre-departure Briefing
RBOEAs	Registered Bhutanese Overseas Employment Agents
SO	Sending Organization
SVO	Supervising Organization
TIT	Technical Intern Training
TITP	Technical Intern Training Program

CHAPTER 1: PRELIMINARY

Introduction

1. As mandated by the Labour and Employment Act (LEA) 2007, the Ministry of Industry, Commerce and Employment (MoICE), Royal Government of Bhutan (RGoB) and the Ministry of Justice, the Ministry of Foreign Affairs and the Ministry Health, Justice and Welfare of the Government of Japan, signed the Memorandum of Cooperation (MoC) on the Technical Intern Training Program (TITP) to engage Bhutanese youth as Technical Intern Trainees (TITs) in Japan in October 2018. The aim of implementing the TITP is to transfer skills, techniques, and knowledge and contribute toward human resource and economic development of Bhutan and also promote Bhutan-Japan cooperation. For the effective implementation of the TITP, the MoICE adopts *the Guideline for the TITP*.

Title and Commencement

2. This Guideline shall be called "*the Guideline for TITP*" and hereafter shall be referred to as the Guideline.
3. This Guideline shall come into effect from *May, 2023*.

Purpose

4. This Guideline is being adopted to facilitate the implementation of the TITP in line with relevant national laws and the MoC signed between the Government of Japan and RGoB.
5. The objectives of this Guideline are to:
 - a. outline the approval process of the Sending Organization's as per Approving Standards described in Attachments 1, 2, and 3;
 - b. outline roles and responsibilities of SO, Supervising Organizations (SVOs), TITs, and the Ministry;
 - c. provide minimum standards and procedures for recruitment, selection, and placement of TITs; and
 - d. provide minimum standards that the Ministry, TITs, SO, and SVOs are required to adhere to in order to enable successful implementation of the program.

Amendment and Interpretation

6. The Guideline may be reviewed by the Ministry as and when required.
7. The Guideline has been reviewed by the Ministry in May, 2023.
8. Any conditions and information not covered in this guideline shall be regulated as per the Regulation on Employment of Bhutanese Overseas 2021.
9. The authority for amendment and final interpretation of this Guideline shall rest with the Ministry as the lead agency for the facilitation of the TITP.

CHAPTER 2: DEFINITION OF TERMS

10. For the purpose of this Guideline, the following terms are defined as follows:
 - a. Ministry- shall refer to the Ministry of Industry, Commerce, and Employment.
 - b. Contract- shall refer to the agreement signed between the Supervising Organization & Implementing Organization, and Implementing Organization & Technical Intern Trainees.
 - c. Contact Point- shall refer to the Department of Employment and Entrepreneurship (DoEE), of the MoICE will liaise with the Organization for Technical Intern Training and Sending Organizations in Bhutan.
 - d. Implementing Organization- shall refer to the individual agencies in Japan taking interns and implementing the internship.
 - e. Legal Undertaking- shall refer to the document signed between the Technical Intern Trainee and his/her guarantor with the Ministry.
 - f. Ministry of Japan- shall refer to the Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour, and Welfare of Japan.
 - g. Organization for Technical Intern Training- shall refer to the monitoring and regulatory body of the Ministry of Japan to look after the quality, protection, and effectiveness of the Technical Intern Training Program.
 - h. Resident Card- shall refer to the card authorized by the Government of Japan
 - i. Registered Bhutanese Overseas Employment Agents- shall refer to the overseas employment agents which are approved and licensed by the Ministry
 - j. Sending Organization- shall refer to the Registered Bhutanese Overseas Employment Agents that places Bhutanese youth in Japan through the Technical Intern Training Program upon approval from the Ministry.
 - k. Supervising Organization- shall refer to an organization in Japan registered with the Organization for Technical Intern Training and licensed to supervise the training of Technical Intern Trainees.
 - l. Technical Intern Trainees- shall be referred to the Bhutanese interns placed through the Technical Intern Training Program.

CHAPTER 3: REGISTRATION & APPROVAL

Registration

11. Any Registered Bhutanese Overseas Employment Agents (RBOEAs) shall submit an application for registration as a SO with a proposal to the Department of Employment and Entrepreneurship (DoEE), MoICE.

Registration Requirements

12. To operate as a SO, the applicant shall:
 - a. meet all of the standards as required by Attachment 1 of MoC (Annexure 4),
 - b. submit a detailed proposal as required under Clause 13 of this guideline,
 - c. sign an undertaking provided by the Ministry as prescribed in Annexure 1 of this guideline, and
 - d. comply with Chapter 2, 'Registration and Licensing,' of the Regulation on Employment of Bhutanese Overseas, 2021.
13. The proposal shall contain the following:
 - a. executive summary,
 - b. services to be provided to TITs pre and post-placement till completion of the TITP, including repatriation of TITs if required,
 - c. support required from the Government,
 - d. risk assessment, and
 - e. explicit pre-departure briefing handbook.

Approval Process

14. The DoEE shall process the formation of a Committee.
15. The Ministry shall appoint members from the different Departments under the MoICE to the Committee,
16. The Committee shall review the proposal as prescribed by Annexure 6 of this Guideline,
17. The decision of the Committee shall be communicated in writing to the applicant within 30 working days of receiving the completed proposal with the required documents.

Validity and Renewal of Registration

18. The renewal of the registration shall be for a period of five years from the date of its signature and shall be extended automatically for additional five years unless there is a written notice by either the SO or the Ministry not to desire to extend it sixty days in advance of the termination date. In case either the SO or the Ministry wishes to terminate the cooperation before the end of the five-year period mentioned above, the cooperation may be terminated by a written notice, not later than ninety days before the desired termination date.

Deregistration

19. The authority of deregistration of SOs shall vest with the Ministry;
20. The Ministry may deregister SO for violation of applicable laws, regulations, other pertinent issuances, and non-compliance to this guideline,

21. The notification of deregistration shall be forwarded to the SO within 5 working days,
22. The DoEE, upon consent from the Ministry, shall issue a notice of deregistration to the SO,
23. The Ministry within 30 working days shall issue a letter of deregistration to the SO,
24. The DoEE upon deregistration of SO shall update the status of SO on the Ministry website.

CHAPTER 4: ROLES & RESPONSIBILITIES

Roles and Responsibilities of SOs

25. The SO shall ensure that an SVO is an approved SVO included in the list maintained by the Office of the Technical Intern Training (OTIT).
26. The SO shall:
 - a. sign a Memorandum of Association (MoA) with the SVO, a copy of which shall be submitted to the DoEE,
 - b. the MoA shall detail the roles and responsibilities of the SO and SVO and any other information relevant to the successful implementation of the technical internship,
 - c. be responsible to continue to provide services to TITs placed by SO, even after the revocation, suspension, non-renewal, or cancellation of registration,
 - d. identify, verify and liaise with SVOs who submit offers for the placement of TITs,
 - e. ensure internship offers shall contain but shall not be limited to the following:
 - internship hours;
 - benefits including payment and allowances;
 - internship conditions; and
 - accommodation.
 - f. accept and facilitate registration of TITs,
 - g. facilitate selection and placement of TITs fulfilling minimum criteria specified in Clause 31 of this Guideline,
 - h. sign a contractual agreement with TITs. The agreement shall not contain the following clauses:
 - manage money or other properties of trainees and candidates, their relatives, or other persons concerned, regardless of any reasons such as collecting deposits or any other purposes,
 - conclude any contracts that impose monetary penalties or that expect the undue transfer of money or other properties, for the violation of the contracts in relation to technical intern training,
 - restrict freedom against trainees and candidates such as provisions of compulsory sending back to Bhutan by reason of death, illness, pregnancy, or childbirth, etc.
 - i. disseminate information about the technical internship, including but not limited to terms and conditions of the program to the TITs,
 - j. ensure the provision of pre-departure training as per Bhutanese and Japanese legal requirements,
 - k. carry out a pre-departure orientation for TITs,
 - l. prepare necessary documents for TITs' entry into and stay in Japan,
 - m. facilitate placements of TITs in Japan and monitor TITs for the duration of the program,
 - n. coordinate with the SVOs and carry out any other work necessary for the smooth implementation of the TITP,
 - o. ensure that SVOs provide accommodation to the TITs during the lecture period,

- p. ensure SVOs secure new IOs where it becomes difficult for the TITs to continue technical intern training due to reasons not attributable to the TITs including the bankruptcy of the IO (applicable only when the TITs wish to continue with the technical intern training),
- q. ensure to protect the interests of the TITs in Japan and provide the necessary support to the TITs in case of violation of their rights as per Japanese Law in coordination with SVOs and IOs,
- r. ensure that all TITs placed abide by provisions as stated under Clause 45 of this Guideline,
- s. maintain a record of information of the TITs,
- t. maintain a communication channel with the TITs, and
- u. submit a monthly report to the DoEE.

Roles and Responsibilities of SVOs

27. The SO shall ensure that the SVOs fulfil the following responsibilities:
- a. maintain offer list from IOs and share it with the SO,
 - b. take proper measures to match TITs and IOs by the method agreed upon with the SO,
 - c. monitor and evaluate the status and conditions of TITs placed,
 - d. implement legal procedures in coordination with the Japanese government for TITs' entry and stay in Japan,
 - e. secure facilities for lectures and accommodation for TITs in addition to other benefits as required by Japanese law,
 - f. ensure that the IOs provide accommodation or allowance in lieu of accommodation and other benefits including pay and allowances for the TITs for the duration of the internship period,
 - g. secure new IOs where it becomes difficult for the TITs to continue technical intern training due to reasons not attributable to the TITs including the bankruptcy of the IO (applicable only when the TITs wish to continue with the TITP),
 - h. protect the interests of the TITs in Japan and provide the necessary support to the TITs in case of violation of their rights as per Japanese Law, and
 - i. fulfil any other responsibility necessary for the effective implementation of the TITP including coordination with the SO.

Roles and Responsibilities of the DoEE

28. For the effective implementation of TITP, the DoEE shall;
- a. coordinate with the OTIT and other Japanese Government Organizations and update SOs on any changes or new rules/information on the program,
 - b. monitor and evaluate the program undertaken by SOs for proper feedback and implications,
 - c. receive, coordinate and review proposals from aspiring applicants for SOs,
 - d. liaise with the SOs to conduct pre-departure briefings to the TITs,
 - e. document and report placement status to the Ministry through a monthly reporting system,
 - f. shall provide information on a quarterly basis to the MFAET, and

- g. shall coordinate with the MFAET, Ministry of Home and Affairs (MoHA), Ministry of Health (MoH), and any other agency determined to be relevant for the effective implementation of the TITP.

CHAPTER 5: RECRUITMENT & SELECTION

Sector/Internship Category

29. The internship offers shall be based on the sectors identified by the OTIT and the Ministry.
30. Internship offers shall be approved by the Ministry.

Eligibility

31. A TIT shall:
 - a. be at least 18 years of age or the age as specified by the IO at the time of recruitment,
 - b. possess required skills or qualifications or experience prescribed by the Ministry or the SVOs/IOs,
 - c. be a registered job seeker,
 - d. produce a certificate of medical fitness certificate for overseas employment,
 - e. submit academic and training transcripts and any other relevant documents as per requirement,
 - f. meet the minimum language competency level as specified by the IO, and
 - g. any other criteria set by the Ministry from time to time.

Shortlisting and Selection

32. The SO shall;
 - a. submit the internship offers received from SVOs to the DoEE to process for approval from the Ministry,
 - b. shortlist the participants as per the procedures outlined under this Guideline and submit the list of shortlisted candidates to the SVOs within 14 working days of receiving applications with complete documents from applicants,
 - c. communicate the date and venue for the interview and selection to the shortlisted candidates in coordination with the SVO and conduct the interviews to select candidates, and
 - d. share the final list of selected TITs with SVOs and the DoEE.
33. The DoEE shall verify and upload the results of the selected candidates on the website of the Ministry within 10 working days of receiving the list from the SO.

Pre-Departure Requirements

34. The DoEE shall conduct a Pre-departure Briefing for all selected TITs,
35. All the selected TITs shall be required to undergo the Pre-departure Briefing,
36. The SO shall hand over all the travel and program documents to the participants on completion of the Pre-departure Briefing,
37. The TITs shall be required to sign a legal undertaking with the DoEE during the Pre-departure Briefing,
38. The TITs shall be required to undertake any pre-placement training as per requirements by IOs,
39. The SO and the TITs shall sign a contract agreement, a copy of which shall be submitted to the DoEE by the SOs.

CHAPTER 6: STANDARDS & OBLIGATION OF TITs

40. The TITP which is for a maximum period of five years is divided into the following three levels:
 - a. First-year after entry (for the acquisition of skills etc.);
 - b. The second and third year after entry (enhancement of skills etc.); and
 - c. Fourth and fifth year after entry (mastery skills).
41. A TIT shall be required to successfully complete the required level of the National Trade Skills Test in order to progress to the next level.

Status of Residence

42. The period of stay in Japan of a TIT shall be determined by the successful completion of the evaluation exam (equivalent to the National Trade Skills Test).
43. In order to extend the period of stay, TITs with the consent of the SO, the SVO, and the IO, are required to apply for a change in status of residence.
44. This could be subject to change from time to time as per the changes in Japanese Law.

Responsibilities of TITs

45. A TIT shall be required to adhere to the following:
 - a. ensure the completion of the technical intern training in a faithful attitude according to the guidance of Coordinators and Advisers in Japan,
 - b. shall not invite any family member to live in Japan,
 - c. not engage in any other activities to earn income or reward other than that permitted by the status of residence,
 - d. keep the resident card issued with them at all times and use it for purposes of identification,
 - e. return home as soon as they complete their technical intern training,
 - f. make effective use of the skills acquired in Japan after they return home and contribute to the development of industries in Bhutan,
 - g. abide by the laws of Japan and not commit any offense contrary to Japanese law or Bhutanese law,
 - h. ensure compliance with the contractual agreements drawn with the SOs and IOs, and
 - i. abide by the terms and conditions laid down in the legal undertaking.

Measures concerning Accidents/Crimes/Runaway

46. In cases where accidents, crimes, and runaways concerning TITs occur, the SVO shall immediately report the facts to the SO,
47. Measures shall be taken to address such issues by the SVO and the SO as per the laws in Japan,
48. In circumstances where TIT commits an act contrary to Japanese law and/or does not abide by the TITP requirements, the TIT shall be held accountable as per the verdict of the court of law of Japan and Bhutan, and
49. In such cases as stated under Clause 48-49, the TIT might be required to bear all expenses for his/her return and other related costs.

CHAPTER 7: REMUNERATION, EXPENSES, AND BURDEN

50. All expenses in relation to the placement of the TIT and facilitation of the TITP shall be borne as per MoA drawn between the SO, SVO and IO.
51. The TIT shall be required to bear only the following expenses.
 - a. Expenses for initial medical and dental examination,
 - b. Passport application fees,
 - c. Expenses for furnishing academic transcripts etc.,
 - d. Expenses for the domestic trip in Bhutan before dispatch to Japan and after returning from Japan, and
 - e. Any other pre-departure expenses.
52. The remuneration including benefits for the period of the internship shall be borne by the IO as per the contractual agreement signed between the IO and the SO.

ANNEXURE 1

LEGAL UNDERTAKING (TITP)

I, Mr./Mrs./Ms.son/ daughter of
Mr./Mrs./Ms. bearing Bhutanese Citizenship ID
No:..... hereby accept the offer of technical intern training support from
the Ministry of Industry, Commerce, and Employment (MoICE) in relation to my travel
to.....(country) as.....(designation)
in.....(name of company), starting
from.....(date of travel).

I, understanding that the Ministry of Industry, Commerce, and Employment, Royal
Government of Bhutan is investing in and supporting my engagement and skills
development through the program **hereby undertake to;**

1. Pursue the internship program and complete it within the duration specified by
implementing organization,
2. Demonstrate excellent commitment and attitude towards learning/acquiring skills
and knowledge from the technical intern training program,
3. Conduct myself in accordance with and abide by the TITP guidelines of the MoICE
and the Government of Japan, legal undertaking, and contractual agreements,
4. Refrain from engaging in criminal or commercial activities that shall be detrimental
to the successful completion of the internship program,
5. Not engage in any other activities to earn income or reward than that admitted by
the status of residence,
6. Make effective use of the skills acquired in Japan at my workplace after I return
home and contribute to the development of industries in Bhutan,
7. Abide by the laws of Japan and not commit any offense contrary to the Japanese
laws or Bhutanese laws, and
8. Abstain from indulging in any activity that adversely affects the **Tsa Wa Sum**.

I, do hereby confirm that I have been briefed on all rules governing my technical intern
training and I have understood them, including the implications and consequences of
deviating from them. In particular, I understand that in the event that I do not adhere to
any one of the above-stated conditions, my guarantor and/or I will be liable for legal action
by the Royal Government of Bhutan.

Name:
Present Address:
Village/Geog/Dzongkhag:
Place:
Date:
Contact Detail:
Mailing address:
Tel /mobile No:
Email:

Affix Legal
Stamp & Sign

Caution: This is an important legal document and therefore, should be executed after clearly understanding all the responsibilities, liabilities, and implications.

In the event of any failure on the part of the above-named person to abide by this undertaking, I, Mr/Mrs/Ms., bearing CID No....., resident of..... hereby undertake to accept liability or any other penalty as may be decided by the Royal Government of Bhutan. In the event that I do not adhere to the above, I understand that I shall be liable for legal action by the Royal Government of Bhutan.

Place:
Date:
Name of Guarantor:
CID Card No:
Relation to the candidate:
Occupation:
Present Address:
Mailing address:
Tel /mobile No:
Email:



Alternative 1 Contact Details of Parents/Guardians

Place:
Date:
Name:
CID Card No:
Relation to the candidate:
Occupation:
Present Address:
Mailing address:
Tel /mobile No:
Fax:
Email:

Alternative 2 Contact Details of Parents/Guardians

Place:
Date:
Name:
CID Card No:
Relation to the candidate:
Occupation:
Present Address:
Mailing address:
Tel /mobile No:
Email:

ANNEXURE 2

Information of Bhutanese Approved Sending Organization	
Name	
License No	
Name of the Representative	
Address	
Contact No	
E-mail	
Information of Japanese Supervising Organization	
Name	
License No.	
Name of the Representative	
Address	
Contact No	
E-mail	
Information of Japanese Implementing Organization	
Name	
Name of the Representative	
Address	
Contact No	
E-mail	

Information of Technical Intern Trainees

SI/No.	Name	Job Seeker ID	CID No.	Gender	Occupation
1.					
2.					

To attach;

- Copy of Demand Approval Letter, and
- Copy of Contract Agreement between SO and TITs.

ANNEXURE 3
Contract Agreement

Between(name of the SO) and the Technical Intern Trainees (TITs) for Technical Intern Training Program (TITP) as Sending Organization is facilitating placement of Mr/Mrs.....Agebearing Bhutanese Citizenship Identity Card number.....from (Village).....(Geowg).....(Dzongkhag)..... through the TITP program in Japan. The TIT shall be placed in the (Implementing Organization name).....company in Japan where he/she shall undergo technical intern training for up to 5 years as follows:

- a) First year after entry (for the acquisition of skills etc.),
- b) Second and third year after entry (enhancement of skills etc.), and
- c) Fourth and fifth year after entry (mastery skills).

TIT shall be required to successfully complete the required level of the National Trade Skills Test in order to progress to the next level. The period of stay in Japan of a TIT shall be determined by the successful completion of the National Trade Skills Test.

Obligations for TITs

- 1. The TIT shall be required to adhere to the following:
 - a) ensure the completion of the technical intern training in a faithful attitude according to the guidance of Coordinators and Advisers in Japan,
 - b) shall not invite any family member to live in Japan,
 - c) not engage in any other activities to earn income or reward other than that permitted by the status of residence,
 - d) keep the resident card issued with them at all times and use it for purposes of identification,
 - e) return home as soon as they complete their technical intern training,
 - f) make effective use of the skills acquired in Japan at their workplace after they return home and contribute to the development of industries in Bhutan,

- g) abide by the laws of Japan and not commit any offence contrary to Japanese law or Bhutanese law,
 - h) ensure compliance with the contractual agreements drawn with the SOs and IOs and SOs,
 - i) abide by the terms and conditions laid down in the legal undertaking, and
 - j) required to submit a contract agreement with the SO.
2. In circumstances where TIT commits an act contrary to Japanese law and/or does not abide by the TITP requirements, TIT shall be held accountable as per the verdict of the court of law of Japan and Bhutan.
 3. The breach of contractual agreements, legal undertaking, and Japanese law in force by TIT shall result in sending TIT back to Bhutan.
 4. In such cases as stated under points 2-3, the TIT might be required to bear all expenses for his/her return and other related costs.

IN WITNESS whereof, we hereunto affixed our signatures on this.....day
of.....year....., in Thimphu, Bhutan.

Sending Organization (Name)

Technical Intern Trainee (Name)



Email:.....Tel: (+975).....

PARENT'S/GUARDIAN

Name.....
Relation to TIT.....
CID No.....
Tel No.....
Permanent Address.....

WITNESS

Name.....
CID No.....
Permanent Address.....

ANNEXURE 4

Approving Standards for Sending Organizations

A Sending Organization must meet all of the following standards.

- (1) To appropriately select and send to Japan only those who are motivated to engage in technical intern training with the understanding of the objectives of the Technical Intern Training Program and to contribute to the economic development of Bhutan by making use of achievement through the technical intern training after returning to Bhutan.
- (2) To clearly specify the calculating criteria of commissions and any other fees to be collected from 'technical intern trainees and/or technical intern trainee candidates' (hereinafter referred to as "trainees and candidates") and make the criteria publicly available, and to explain the details of such commissions and other fees to trainees and candidates in order to obtain their understanding sufficiently.
- (3) To provide the technical intern trainees who returned to Bhutan after completing the technical intern training with the necessary support, such as finding occupations in order for them to appropriately utilize the acquired technical skills, etc. to the extent possible.
- (4) With respect to the appropriate implementation of the Technical Intern Training Program as well as the protection of technical intern trainees, to respond to the requests from the Ministry of Justice of Japan, the Ministry of Health, Labour and Welfare of Japan or the Organization for Technical Intern Training. Such requests include cooperation on follow-up surveys on the technical intern trainees who returned to Bhutan after completing the technical intern training.
- (5) As for Sending Organization and its board members, if they had been sentenced to imprisonment or a more severe penalty in Japan or in Bhutan, at least five years have elapsed after the penalty had been completed or the penalty had been exempted from the execution.
- (6) To carry out any projects in accordance with the laws and regulations of Bhutan.
- (7) As for Sending Organization and its board members, to have never conducted any of the following acts within the preceding five years:
 - (a) In connection with technical intern training, managing money or other properties of trainees and candidates, their relatives or other persons concerned, regardless of any reasons such as collecting deposits or any other purposes;
 - (b) Concluding any contracts that impose monetary penalties or that expect the

undue transfer of money or other properties, for the violation of the contracts in relation to technical intern training;

(c) Human rights infringements against trainees and candidates such as assaults, intimidations, and restrictions of freedom; and

(d) With regards to the procedures of the Technical Intern Training Program as well as the immigration program in Japan, to use or provide forged, altered or false documents, pictures or drawings with the intention of obtaining permissions fraudulently.

(8) In coordinating applications for technical intern training to Japanese supervising organizations, to confirm that trainees and candidates, their relatives, or other persons concerned have never been involved in the acts set out in (a) and (b) of (7).

(9) Acknowledging the importance of addressing the disappearance of technical intern trainees, cooperating with Japanese supervising organizations, and making efforts in order to prevent technical intern trainees from disappearing.

(10) To have other necessary capacities to appropriately coordinate applications for technical intern training to Japanese supervising organizations.

ANNEXURE 5

Date: _____

Certificate

Ministry of Industry, Commerce and Employment of Bhutan (hereinafter referred to as “the Ministry”) hereby recognizes that the technical intern trainees who will be sent to Japan by Approved Sending Organization: (Name of SO).....based in..... (Location of SO) is appropriate to engage in technical intern training, excluding those recognized inappropriate by the Ministry, and so notifies the Japanese contact point designated in (1) of 4 of the Memorandum of Cooperation on the Technical Intern Training Program separately.

*The term Approved Sending Organization means the sending organization which is approved by the Ministry.

Ministry of Industry, Commerce and Employment Bhutan
(Signature)

ANNEXURE 6

To be used by the Committee of the Ministry responsible for Approval of Sending Organization as a guide.

The aspiring Sending Organization:

- is a Registered Bhutanese Overseas Employment Agent.
- meet all of the standards as required by Approving Standards of a Sending Organization as prescribed by the Organization of Technical Intern Training.
- has submitted a detailed proposal as per the Guideline for Technical Intern Training, but not limited to the following;
 - Forwarding Letter,
 - Executive Summary,
 - Pre/Post Placement Plan of the Technical Intern Trainees,
 - Risk Assessment,
 - Pre-departure briefing Handbook.
- has no record of breaching the laws of Japan and Bhutan in relation to the placement of Bhutanese overseas.
- fully understands the objectives and structure of the Technical Intern Training Program.
- fully understands its roles and responsibilities for the smooth implementation of the Program.
- shows the evidence of having collaborations and networks with the Japanese counterparts such as Supervising Organizations and Implementing Organizations (optional).