

**ADDENDUM
TO THE EMPLOYMENT CONTRACT FOR TECHNICAL INTERN TRAINING
For CARE WORKER JOB CATEGORY**

The **Implementing Organization as the Employer** and the **Technical Intern Trainee-Care Worker as the Employee**, agree to the addition of the following provisions to the Employment Contract pursuant to Section 136 Rule I, Part V of the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016:

1. Medical and insurance coverage of the Technical Intern Trainee-Care Worker shall be provided by the Supervising Organization before the provision of mandatory health and social insurance in Japan.
2. The cost of two-way transportation of the Technical Intern Trainee-Care Worker to and from Japan shall be provided by the Implementing Organization, including during mandatory vacations and in cases stated under 5.a, Termination by Employer.
3. Termination:
 - a. Termination by Employer: The Implementing Organization (Employer) may terminate this contract based on any of the just and authorized causes provided under Philippine and Japanese law and jurisprudence including, but not limited to the following: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, violation of the customs, traditions and laws of Japan and/or terms of this Contract, refusal to undergo and complete the required lecture period, failure to pass the N3 Level of the Japanese Language Proficiency Test or its practical test equivalence within the 1st year of training in Japan, and failure to pass any other relevant examination for care worker as required by the competent authorities in Japan. The Implementing Organization shall pay the cost of repatriation back to the Philippines.
 - b. The Implementing Organization (Employer) may likewise terminate this Contract for Technical Intern Trainee-Care Worker's offenses constitution grounds for disciplinary action against workers under Section 145, Rule V, Part VI of the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016. When the technical intern training contract is terminated by the employer under these circumstances, the Technical Intern Trainee-Care Worker shall shoulder the cost of his/her repatriation.
 - c. Termination by Technical Intern Trainee-Care Worker: The Technical Intern Trainee-Care Worker (Employee) may terminate this Contract without serving any notice to the Implementing Organization (Employer) for any of the following just causes: serious insult by the Implementing Organization or his representative, inhuman and unbearable treatment accorded the technical intern

trainee by the Implementing Organization or his representative, commission of a crime/offense by the Implementing Organization or his representative.

Further, the Technical Intern Trainee-Care Worker may terminate this Contract for Employer's offenses constituting grounds for disciplinary action against principals/employers under Section 144, Rule IV, Part VI of the Revised POEA Rules and Regulations Governing the Recruitment and Employment of Landbased Overseas Filipino Workers of 2016 Implementing Organization shall pay the repatriation expenses back to the Philippines.

- d. The Technical Intern Trainee-Care Worker may terminate this Contract without just cause by serving one (1) month advance written notice to the Implementing Organization. The Implementing Organization upon whom no such notice was served may hold the technical intern trainees liable for damages. In such case, the Technical Intern Trainee-Care Worker shall shoulder all expenses relative to his repatriation back to the Philippines.
 - e. Termination due to illness: Either party may terminate the contract on the ground of illness, disease or injury suffered by the technical intern trainee. Under these circumstances the Implementing Organization shall shoulder all expenses relative to the Technical Intern Trainee-Care Worker's repatriation to his/her point of origin.
4. In the event of the death of the Technical Intern Trainee-Care Worker from the date he first arrived in Japan and during the effectivity of the Employment Contract for Technical Intern Training attached herewith, his/her remains and personal belongings, shall be repatriated to the Philippines at the expense of the Supervising Organization. In case the repatriation of remains is not possible, the same may be disposed of upon approval of the Technical Intern Trainee-Care Worker's next-of-kin and/or by the Philippine Embassy/Consulate nearest the jobsite. In case of cremation, which is a common practice in the Japanese culture, the deceased's ashes should be sent back to the family or his/her next-of-kin in the Philippines.
 5. Settlement of disputes: All claims and complaints relative to the employment contract for technical intern training shall be settled in accordance with the company policies, rules and regulations. In case the Technical Intern Trainee-Care Worker contests the decision of the Implementing Organization or the Supervising Organization, the matter shall be settled amicably with the participation of the Labor Attaché or any authorized representative of the Philippine Embassy/Consulate nearest the site of employment. In case amicable settlement fails, the matter shall be submitted to the competent or appropriate government body in Japan or in the Philippines, if permissible by Japanese laws, at the option of the complaining party.
 6. Statutory Deductions from wages: In accordance with the Tax Laws of Japan, the Technical Intern Trainee-Care Worker's wages shall be subject to taxation which shall be withheld at source.

For the purpose of transparency, all deductions from the wages and benefits of the interns should be enumerated in the Contract and should be in accordance with the labor laws of Japan.

This Addendum shall be an integral part of the Employment Contract which shall be in full force and effect.

IN WITNESS WHEREOF, we hereby sign this Contract this ____ day of _____, year _____ at our respective countries.

IMPLEMENTING ORGANIZATION _____ Date: _____
(Direct Employer) (Employer's Printed Name and Signature)

TECHNICAL INTERN TRAINEE _____ Date: _____
(Employee-Care Worker) (Employee's Printed Name and Signature)

SUPERVISING ORGANIZATION _____ Date: _____
(Principal) (Principal's Printed Name and Signature)

SENDING ORGANIZATION _____ Date: _____
(Philippine Recruitment Agency) (PRA's Printed Name and Signature)