

**ADDENDUM TO THE MASTER EMPLOYMENT CONTRACT**

(Name of Implementing Organization/Employer)

(Total Number of Regular Employees: \_\_\_\_\_)

1. The technical intern trainee shall stay in Japan for a maximum period of:  
(The item marked [X] is applicable under this Contract).

- Five (5) years (provided that trainee must return to home country for at least 1 month before the start of the fourth (4<sup>th</sup>) year training)
- Three (3) years (initially with one year visa and allowable extension of two (2) years)
- One (1) year (one [1] year validity of technical intern trainee visa)
- Six (6) months
- \_\_\_\_\_ years
- \_\_\_\_\_ months

2. Before the technical intern trainee is dispatched to Japan, he/she shall undergo training in Japanese language, culture, customs and traditions in the Philippines. The technical intern shall not be made to pay any training fee for such training.

The item marked [X] is applicable under this Contract.

- A training allowance of \_\_\_\_\_ Pesos shall be given to the trainee while undergoing training in the Philippines.
- No training allowance shall be provided to the trainee while undergoing training in the Philippines.

3. During the trainee's first month in Japan, the technical intern trainee shall undergo a lecture for a period of \_\_\_\_\_ days. During this lecture period, the Supervising Organization ( \_\_\_\_\_ ) with business address at ( \_\_\_\_\_ ) shall provide the trainee with a total training allowance of \_\_\_\_\_ Yen (minimum of 85,000 Yen total training allowance). The Supervising Organization shall also provide accommodation and utilities without cost to the trainee. The trainee shall pay for his/her own food.
4. The employment contract herewith signed by the Implementing Organization (Employer) shall become effective after the lecture period as indicated above.

The Employer shall regularly pay the wages of the technical intern trainee in accordance with Japan labour laws. Such wage shall be in accordance with legal minimum hourly wage level prescribed in the prefecture where the Employer does business.

5. The cost of two-way transportation of the technical intern trainee to and from Japan shall be provided by the Implementing Organization/Employer;
6. Medical and insurance coverage of the technical intern trainee shall be provided by the Supervising Organization before the mandatory health and social insurance in Japan for the technical intern trainee becomes effective.
7. Termination of employment
- a. Termination by Employer: The Employer may terminate this Contract based on the following just causes: serious misconduct, willful disobedience of employer's lawful orders, habitual neglect of duties, absenteeism, insubordination, revealing secrets of establishment, when employee violates customs, traditions and laws of Japan and/or terms of this Contract.

When the technical intern training contract is terminated by the employer under these circumstances, the implementing organization shall shoulder the cost of repatriation.

- b. Termination by Technical Intern Trainee: The trainee may terminate this Contract without serving any notice to the employer for any of the following just causes: serious insult by the employer or his representative, inhuman and unbearable treatment accorded the trainee by the employer or his representative, commission of a crime/offense by the employer or his representative. When the technical intern trainee is terminated under these circumstances, the employer shall pay the repatriation expenses back to his/her point of origin.
  - c. The Technical Intern Trainee may terminate this Contract without just cause by serving one (1) month advance notice to the employer. The employer upon whom no such notice was served may hold the technical intern trainee liable for damages.
  - d. Termination Due to Illness: Either party may terminate this Contract on the ground of the technical intern trainee's illness, disease or injury. Under these circumstances, the employer shall shoulder all expenses relative to the trainee's repatriation to his/her point of origin.
8. In the event of death of the Technical Intern Trainee from the date 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 prior approval of the Technical Intern Trainee's next kin and/or by the Philippine Embassy/Consulate nearest the jobsite.
9. 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 contests the decision of the employer, 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.
10. In accordance with the Tax Laws of Japan, the technical intern trainees' wages shall be subject to taxation which shall be withheld at source.
11. All deductions from the wages and benefits of the interns and other terms and conditions of employment not indicated herein shall be in accordance with the labor law in Japan.
12. This Addendum shall be an integral part of the Employment Contract which shall be in full force and effect.

Implementing Organization/Employer:

Technical Intern Trainee/Employee:

\_\_\_\_\_  
(Signature of representative, seal)

\_\_\_\_\_  
(Signature)