

# 研 修 生 規 則

## AOTS RULES RELATING TO TRAINEES

(趣 旨)

**第1条** この規則は、経済産業人材育成支援研修事業実施要領第4条第4項の規定に基づき、研修生が遵守すべき事項等について定める。

(法令等遵守)

**第2条** 研修生は、日本国法令並びに協会及び受入企業が定める諸規定を誠実に遵守しなければならない。

(研修計画)

**第3条** 研修生は、協会が作成した研修計画又は受入企業が作成し、協会が承認した研修計画に従って研修に精励しなければならない。

(待 遇)

**第4条** 研修生は、協会が定める基準に従った待遇及びサービスを受けることができる。

(研修生の希望又は不服)

**第5条** 協会は、実地研修中の研修生から研修又は待遇等について改善の希望又は不服の申し出を受けたときは、速やかに受入企業と協議し、又はこれに指示して必要かつ可能な措置を講ずる。ただし、研修生は、協会の最終決定に従わなければならない。

(宿 舎)

**第6条** 研修生は、協会又は受入企業が指定又は承認した宿舎に滞在しなければならない。  
2 研修生は、前項の宿舎から長期に離れるときは、予め受入企業又は協会に届出てその承認を得なければならない。

(一時出国)

**第7条** 研修生は、やむを得ない理由で一時出国しようとするときは、予め受入企業を通じ、協会の承認を得なければならない。

**Article 1 (Purpose)**

These Rules are issued pursuant to the fourth paragraph of Article 4 of the Regulations for Implementation of Training Activities for Human Resource Development and provide for trainees' obligations and other pertinent matters.

**Article 2 (Abidance of laws, etc.)**

Trainees shall abide by Japanese laws and the rules and regulations which are established by the AOTS or the host company.

**Article 3 (Training schedule)**

Trainees shall be diligent in their training, following the training schedule laid out by the AOTS or by the host company with the approval of the AOTS.

**Article 4 (Allowances, etc.)**

Trainees shall be entitled to receive allowances and services in accordance with the AOTS standards.

**Article 5 (Trainee's requests)**

When a trainee has made a request of the AOTS for the improvement of training or living conditions during the period of specialized technical training, the AOTS shall immediately take any necessary and possible measures to solve the matter after consulting with or instructing the host company. The trainee shall, however, accept the AOTS' s final ruling on any such matters.

**Article 6 (Lodgings)**

Trainees shall stay at the lodgings arranged or permitted by the AOTS or the host company.  
2. When a trainee is to leave the lodgings for a considerably long period of time, the trainee shall inform the AOTS or the host company of the trainee's schedule beforehand in order to obtain AOTS' s agreement thereto.

**Article 7 (Temporary absence from Japan)**

When a trainee intends to temporarily leave Japan for unavoidable reasons, the trainee shall obtain the approval of the AOTS beforehand

through the host company.

(家族同伴)

**第8条** 研修生は、研修期間中に家族等を同伴又は呼び寄せてはならない。ただし、実地研修中にやむを得ない理由がある場合は予め受入企業を通じて協会の承認を得なければならない。

(保 険)

**第9条** 協会は、研修期間中の急激かつ偶然な外来の事故（研修との関連の有無を問わない。）による研修生の傷害又は事故等に備え、別に定めるところにより研修生を被保険者とする海外旅行傷害保険契約を保険会社と締結しその保険料を負担する。

- 2 研修生は、別に定める基準に従い、医療を受けることができる。ただし、高額な費用を要する見込みのときは、予め協会に申し出てその指示を求めなければならない。
- 3 研修生は、疾病傷害による入院、その他研修に支障を来すべき事故を生じたときは、速やかに受入企業又は協会に届出なければならない。
- 4 協会は、第1項の事故等による研修生の損害に対しては、保険会社が支払う保険金以外には賠償責任を負わない。

(研修生の責任による損害)

**第10条** 研修生が故意又は重大な過失によって協会又は受入企業に損害を与えたときは、研修生は、協会又は受入企業から損害賠償を請求されることがある。

(研修打ち切り等)

**第11条** 研修生が次のいずれかに該当し、研修を打ち切られたときは、研修生は、以後その資格を失う。

- (1) 能力や意欲が不足し、又は素行や研修態度が不良で、研修を継続しても所期の成果を期待できないとき

#### Article 8 (Accompanying or inviting family)

A trainee shall not be accompanied by, or invite the trainee's family to Japan. However, if, for unavoidable reasons, the trainee's family must accompany the trainee to Japan during the specialized technical training period, the trainee must ask the permission of the AOTS in advance through the host company.

#### Article 9 (Insurance)

The AOTS shall conclude an overseas travel accident insurance contract with an insurance company to provide against injuries and/or accidents involving trainees caused by a sudden and unexpected event of external origin, regardless of relevance to the training, during the training period. Trainees shall be covered by this insurance as prescribed separately and the AOTS shall pay the premium.

2. Trainees shall be entitled to receive medical treatment according to the standard provided for separately. If the treatment is expected to require a high cost, however, AOTS shall be informed in advance to give instructions.

3. When a trainee is hospitalized due to illness and/or injuries or involved in an accident which may interfere with the training program, the trainee shall immediately notify the host company or the AOTS.

4. The AOTS shall not be liable for trainee's damages caused by accidents, etc. as stipulated in paragraph 1, except the insurance payment by the insurance company.

#### Article 10 (Loss caused by a trainee)

When a trainee has caused loss to the AOTS or the host company either willfully or through gross negligence, the trainee may be demanded by the AOTS or the host company to make indemnification against such loss.

#### Article 11 (Discontinuation of training)

When any one of the following reasons exists in respect of a trainee and training has been discontinued thereby, the trainee shall be deprived of his/her traineeship thereafter:

- (1) In the opinion of the AOTS the trainee would not attain the expected result should the training be continued further either

- (2) 疾病傷害により研修を継続することが困難なとき
- (3) 協会の名誉と信用を著しく傷つける行為があったとき
- (4) 前各号に準ずる事由があったとき

2 協会と受入企業との間で受入承認が取消され、又は研修が打切られたときは、研修生は、自動的にその資格を失う。

3 前2項の場合、研修生は、既に支払いを受けている受入費のうち資格を失った部分については、受入企業を通じ、又は直接これを協会に返還しなければならない。

(帰 国)

**第12条** 研修生は、研修が終了したときは(前条による打切り又は取消しの場合を含む)、速やかに帰国しなければならない。ただし、協会の承認を得た場合は、この限りでない。

2 前項ただし書きを除き、研修生が研修終了後8日以上滞在する場合、協会は復路渡航費を支払わない。

3 前条第3項の規定は、前項の場合にこれを準用する。

(修了証書)

**第13条** 研修生は、所定の研修を無事終了したときは、別に定めるところにより協会が発行する修了証書又は認定書を受けることができる。

(この規則に定めないこと)

**第14条** この規程に定めないことについて必要な事項は、協会がその都度定める。

because the trainee has neither the ability nor the will or the trainee is delinquent in his/her conduct or in his/her training attitude.

- (2) It becomes nearly impossible for the trainee to continue the training due to illness or injury.
- (3) The reputation and standing of the AOTS are injured greatly by the trainee.
- (4) There is problem that is thought by the AOTS to be equivalent to any of the reasons stated above.

2. When the training agreement between the AOTS and the host company is terminated, or the training is discontinued in respect of a trainee, the trainee shall be automatically deprived of his/her traineeship thereafter.

3. In the cases set forth in the preceding two paragraphs, the trainee shall repay the disqualified portion of the allowances that the trainee has received theretofore to the AOTS either directly or through the host company.

#### Article 12 (Returning home)

The trainees shall return home as soon as possible after the training has been completed (and the same shall apply in the case of termination or discontinuance as provided for in the preceding article) except in the case when the trainee gains the approval of the AOTS.

2. Whenever a trainee stays in Japan for eight days or longer after completion of the training and has not obtained the approval of the AOTS as mentioned in the preceding paragraph, the AOTS will not pay the airfare for the return-trip.

3. The provisions of the third paragraph of the preceding article shall apply mutatis mutandis in the case of the preceding paragraph of this article.

#### Article 13 (Certificate)

When a trainee completes the scheduled training satisfactorily, a certificate or some form of written recognition shall be awarded to the trainee by the AOTS in accordance with the regulations which are separately provided for.

#### Article 14 (Matters that are not provided for in these Rules)

The AOTS may from time to time issue additional rules that are not provided for

研修生用  
**For trainees**

hereinabove whenever necessary.

この規程は平成18年度から適用する。

The revised Rules shall be applicable from  
fiscal year 2006.