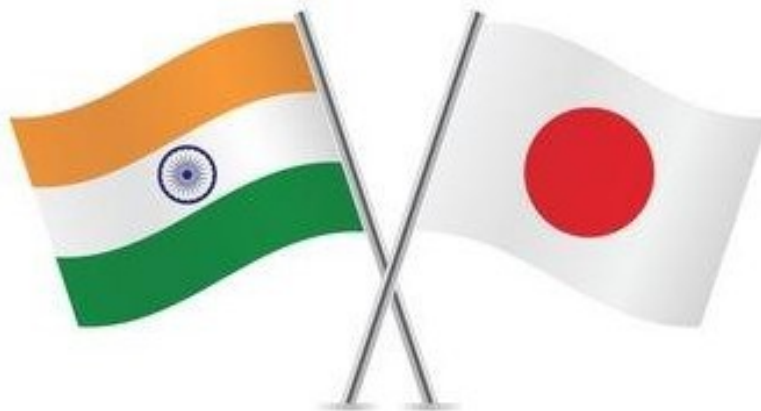


TECHNICAL INTERN TRAINING PROGRAM (TITP)

GUIDELINES



By
NATIONAL SKILL DEVELOPMENT CORPORATION (NSDC)

Updated in February 2022

TABLE OF CONTENTS

1. BACKGROUND	5
1.1 ABOUT TECHNICAL INTERN TRAINING PROGRAM (TITP)	5
1.2 TITP COMMENCED IN 1993 IN JAPAN	5
2. OBJECTIVES OF THE TITP GUIDELINES	6
3. KEY FEATURES OF TITP	7
4. KEY STAKEHOLDERS	8
4.1 STAKEHOLDERS IN INDIA:	8
4.2 STAKEHOLDERS IN JAPAN	9
4.3 TYPES OF TITP:	10
5. TITP WORKFLOW	11
6. ROLES AND RESPONSIBILITIES OF SENDING ORGANIZATION (SO)	12
6.1 ESTABLISHING TITP INTERNSHIP LINKAGES IN JAPAN BEFORE COMMENCING TRAINING IN INDIA	12
6.2 MOBILISATION OF SUITABLE CANDIDATES	12
6.3 TRAINING IN INDIA	13
6.4 SELECTION OF CANDIDATES BY SVO/IO IN JAPAN	13
6.5 ARRANGING CERTIFICATE OF ELIGIBILITY	13
6.6 SUPPORT IN JAPAN DURING TITP	13
6.7 COMPLETION OF TITP IN JAPAN AND RETURN TO INDIA	14
6.8 EMPLOYMENT SUPPORT TO THE INTERN AFTER RETURN TO INDIA	14
7. TITP CONTRACT RENEWAL AND THE PROGRAM FEE	15
7.1 CONTRACT RENEWAL PROCESS FOR ALL SOS EMPANELLED AFTER APRIL 2021	15
7.2 CONTRACT RENEWAL PROCESS FOR THE SO EMPANELLED BEFORE APRIL 2021	16
7.3 ADMINISTRATIVE FEE OF EACH CANDIDATE	16
7.4 PLACEMENT FEE FOR INTERNSHIP LINKAGES ESTABLISHED BY NSDC	16
8. MONITORING OF TITP	17
8.1 TIMELY AND CORRECT SUBMISSION OF THE DATA	17
8.2 COMPLIANCE TO THE 'APPROVING STANDARDS OF SO'	17
8.3 WITHDRAWAL OF ANY OF THE CONSORTIUM MEMBERS	17
8.4 TRAINING WITHOUT INTERNSHIP LINKAGES OR PROVIDING MISLEADING INFORMATION TO CANDIDATES	18
8.5 SUB-CONTRACTING WITHOUT TAKING NSDC'S APPROVAL	18
8.6 CENTER INSPECTION	18
8.7 ABIDING BY THE LAWS OF THE LAND	18
8.8 OTHER COMPLIANCES	18
9. CONSEQUENCES OF NON-COMPLIANCE TO GUIDELINES	20
ANNEXURE 1: APPROVING STANDARDS FOR SENDING ORGANIZATIONS AS PER THE MOC	21

ABBREVIATIONS AND ACRONYMS

COE	Certificate of Eligibility
Gol	Government of India
IO	Implementing Organization
JITCO	Japan International Training Cooperation Organization
MoC	Memorandum of Cooperation
MSDE	Ministry of Skill Development and Entrepreneurship
NSDC	National Skill Development Corporation
OTIT	Organization of Technical Intern Training
RFP	Request for Proposal
SO	Sending Organization
SVO	Supervising Organization
TITP	Technical Intern Training Program

DISCLAIMER

All information contained in these guidelines for the Technical Intern Training Program is in good interest and faith. The guidelines provide a framework for Sending Organizations that are responsible for training and sending the Indian youth to Japan for internships. The Sending Organizations are empanelled under this program by National Skill Development Corporation. The Memorandum of Cooperation on the Technical Intern Training Program was signed between the Ministry of Skill Development and Entrepreneurship, the Government of India and the Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour and Welfare of Japan, the Government of Japan in October 2017.

Sending Organizations and all other concerned stakeholders shall abide by these guidelines. They shall also make their independent investigation about any additional information required related to the implementation of TITP. The guidelines are effective with immediate effect and supersede all previous policies, guidelines, or any other communication related to TITP.

National Skill Development Corporation solely and exclusively owns all content in this document. It reserves the right to amend, delete, or add any information mentioned in the guidelines at any stage and at any time without any liability, obligation, or prior notification to anyone/any entity. The changes (if any) in the guidelines, as and when done by National Skill Development Corporation will be binding on all Sending Organizations. The guidelines will be available on www.nsdcindia.org.

1. BACKGROUND

1.1 ABOUT TECHNICAL INTERN TRAINING PROGRAM (TITP)

Skills and knowledge are the motivating forces for the economic and social development of any country. As India moves towards becoming a global knowledge-based economy, equipping its workforce with skills required for today's jobs and those of the future is a strategic concern for India's development outlook.

India is one of the youngest nations in the world, with more than 62% of its population in the working-age group (15-59 years) and more than 54% of its total population below 25 years of age¹. Given India's favourable demographic dividend coupled with the aging population in other parts of the world, several international markets, including Japan, are vying for skilled Indian workers. To reap the demographic dividend and meet the demand of countries for a skilled workforce, **the Government of India (hereafter referred to as 'GoI')** is equipping the Indian youth with employable skills and knowledge. To further this cause and amplify the impetus for making India the world's skill capital, GoI has initiated several measures. One such noteworthy step is signing of the **Memorandum of Cooperation (hereafter referred to as 'MoC')** on the **Technical Intern Training Program (hereafter referred to as 'TITP' or 'Program')** between the Ministry of Skill Development and Entrepreneurship of India (**hereafter referred to as the 'MSDE'**) and the Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour and Welfare of Japan. The MoC was signed on October 17, 2017, to significantly expand the bilateral cooperation between India and Japan in the field of skill development. The Program aims to transform the skill ecosystem in India by sending and accepting technical interns from India to Japan, thereby enabling Indian industries to imbibe the best practices of Japanese industries. National Skill Development Corporation (**hereafter referred to as 'NSDC'**) has been monitoring the Program since 2018.

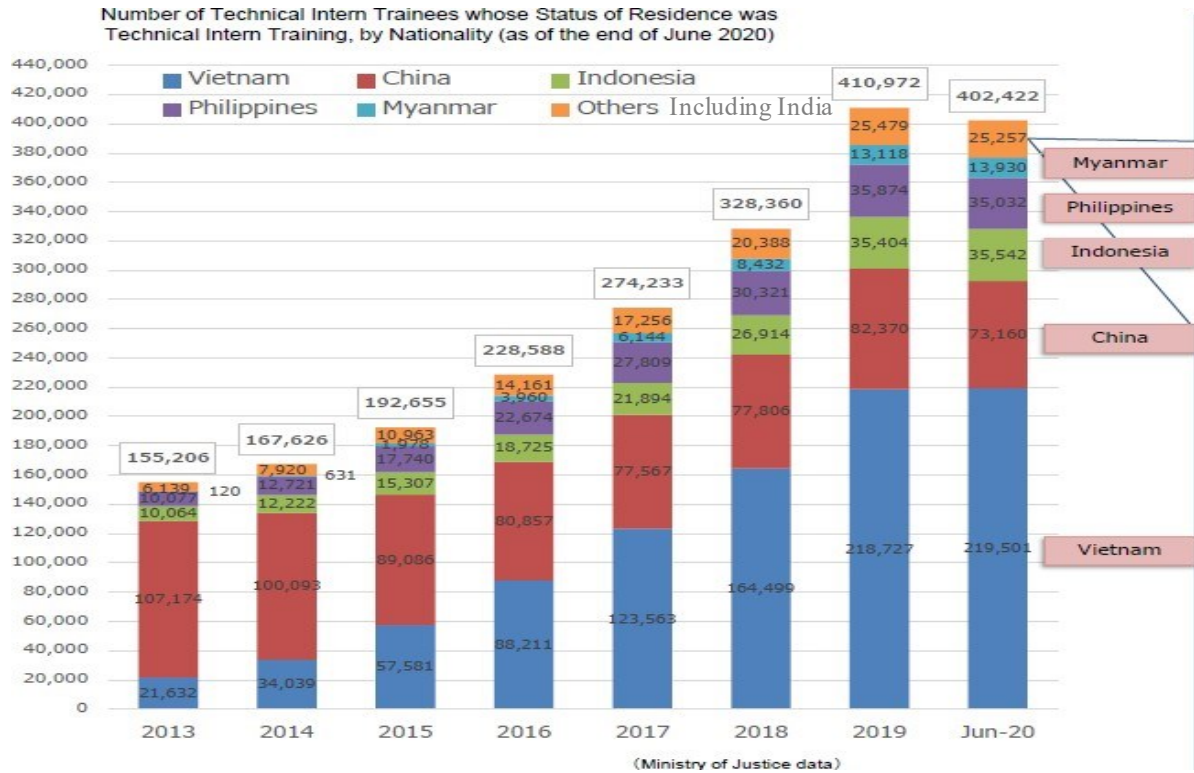
1.2 TITP COMMENCED IN 1993 IN JAPAN

TITP was commenced in Japan in 1993 to contribute to developing countries by accepting people from these countries through on-the-job training (internship). The purpose was to promote international cooperation by transferring skills, techniques, and knowledge developed by technical interns in Japan to developing regions and contributing to the human resource development that will be the driving force behind the economic development of the said developing regions.

More than 30 countries have been sending interns to Japan through the TITP route. There are 4,02,422 technical interns in Japan as of June 2020 (**Figure 1**). The data represents the number of technical interns staying in Japan sent by various countries. India commenced its operations in 2018 for TITP after the MoC signing in October 2017.

¹ National Policy of Skill Development & Entrepreneurship 2015, Ministry of Skill Development and Entrepreneurship (<https://www.msde.gov.in/assets/images/Skill%20India/National%20Policy%20on%20Skill%20Development%20and%20Entrepreneurship%20Final.pdf>)

FIGURE 1: Number of technical interns in Japan as of June 2020



Source: Organization for Technical Intern Training (OTIT)

2. OBJECTIVES OF THE TITP GUIDELINES

This document (**hereafter referred to as 'TITP Guidelines' OR 'Guidelines'**) lays down structures and processes for seamless implementation and monitoring of TITP. The key objectives of the TITP Guidelines are to:

- Detail the roles and responsibilities of Sending Organizations (**hereafter referred to as the 'SO'**).
- Establish the monitoring framework for TITP, and mitigate risks by course correction(s), if any, to be implemented by the SOs.
- Incorporate insights gained through monitoring efforts into recommendations to enhance Indian stakeholders' effectiveness, capacities, and systems and promoting learning from experience.

The Guidelines may undergo modification(s) at any point in time without any prior notification to the SOs or any other stakeholder. It is the responsibility of the SOs and other concerned stakeholders to keep themselves abreast of any such modifications in the TITP Guidelines through the NSDC website or by contacting NSDC.

3. KEY FEATURES OF TITP

TITP aims to empower the Indian youth by providing them with career advancement opportunities. Candidates², after receiving training in India, are sent to Japan for three to five years, and the Program offers various benefits to them such as:

a. FINANCIAL BENEFITS:

- i. Attractive compensation.
- ii. Health insurance during the training in Japan.
- iii. Welfare pension after completing the training in Japan.

b. OTHER BENEFITS:

- i. Opportunity to work as a Specified Skilled Worker (SSW)³ in Japan after completing three years of TITP successfully.
- ii. Exposure to Japanese work culture, quality management, and innovation techniques.
- iii. Personality development by interacting with people of various nationalities.
- iv. Increase in the societal status on return to India.
- v. Increase in work productivity on return to India.
- vi. Probability of exposure to higher-paying jobs on return to India.

c. JOB CATEGORIES:

Candidate can pursue TITP in Japan under specific sectors and job categories. The list of all sectors and the related job categories are available on (<https://www.otit.go.jp/files/user/200303-6.pdf>). SOs are advised to stay abreast of the updates in the list of sectors and job categories through the information available on www.otit.go.jp.

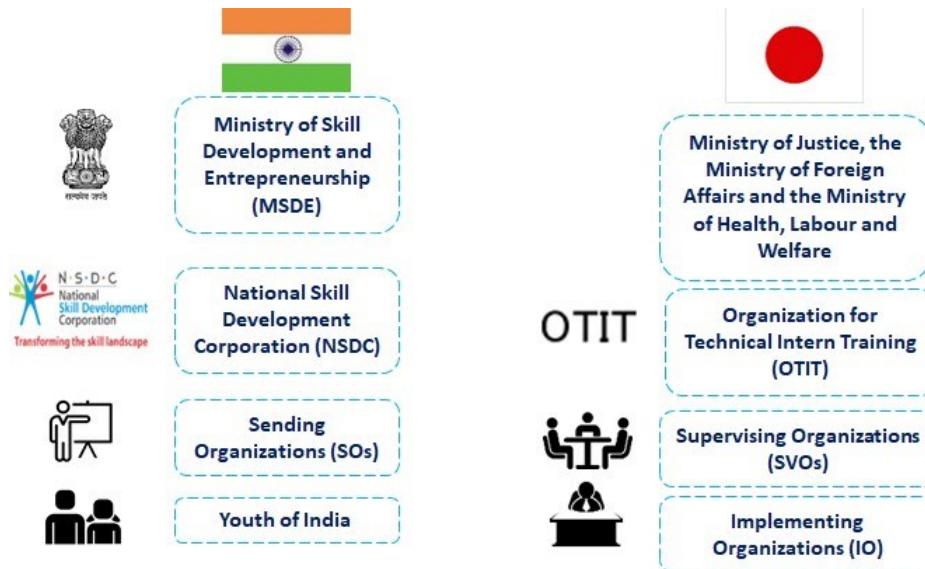
d. RETURN TO INDIA MANDATORY:

After completing the training in Japan, the interns are expected to return to their home country and utilize the skills acquired in Japan. However, suppose an intern gets a job within the SSW residency status in Japan, after completing his/her TITP. In that case, the intern has the freedom to work under SSW without coming back to India and continuing his/her stay in Japan. This is permissible, provided all the regulations of Japan are followed. Further, the concerned Sending Organization shall keep NSDC informed of any such developments where the TITP intern gets converted to SSW and provide the necessary supporting documents to NSDC for that intern, which proves that the intern has got a job under SSW and all the required formalities as per the rules and regulations of the employers/ concerned authorities are fulfilled. For any clarifications, NSDC may be contacted.

² The terms 'candidate', 'technical interns', and 'interns' have been used interchangeably.

³ Specified Skilled Worker (SSW) is a new residency status introduced by the Government of Japan in April 2019, with the objective of addressing severe skilled workers' shortages by accepting foreign workers with specific expertise and skills in Japan. The Governments of India and Japan signed a MoC on SSW in January 2021.

4. KEY STAKEHOLDERS



4.1 STAKEHOLDERS IN INDIA:

- a. **Ministry of Skill Development and Entrepreneurship:** MSDE was formed to focus on enhancing the employability of the youth through skill development, removal of disconnect between demand and supply of skilled human resources, building the vocational and technical training framework, skill up-gradation, and building of new skills. MSDE offers strategic guidance related to TITP and facilitates coordination amongst various stakeholders such as the relevant Ministries of Japan. (<http://msde.gov.in/>).
- b. **National Skill Development Corporation:** NSDC is a not-for-profit public limited company incorporated on July 31, 2008, under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). NSDC aims to create genuine Public-Private Partnerships to catalyze the skills landscape in India. The GoI, through the MSDE, holds 49% of the share capital of NSDC, while the private sector has 51% of the share capital. NSDC is monitoring TITP on behalf of the MSDE. A brief on the roles of NSDC under TITP is given below.
 - i. **Empanelling SOs:** NSDC identifies and empanels suitable firms as SOs, which are entrusted with the responsibility of mobilizing and training desired candidates of India and placing⁴ them in Japan as interns to pursue TITP. The empanelment process includes evaluating proposals of applicants desirous of becoming SOs, conducting due diligence, and subsequent appointing of suitable applicants as SOs. Only such organizations, which NSDC empanels are authorized to send the candidates from India to Japan under TITP.

⁴ 'Placement' refers to the internship of the Indian candidate(s) in Japan under TITP. The term 'placement' and 'internship' has been used interchangeably in the TITP Guidelines.

- ii. **Marketing and Promotional activities:** NSDC supports the SOs in engaging with SVOs/IOs for apprising the stakeholders about India's value proposition as a Sending Country. NSDC has conducted several workshops and seminars to provide Indian stakeholders with a deeper insight into the Program and disseminate the best practices by inviting Japanese knowledge partners. NSDC shall continue to support SOs through such promotional events.
- iii. **Providing Program advisory services:** NSDC coordinates with various Governments and private stakeholders such as OTIT, Embassy of Japan in India, Embassy of India in Japan, JITCO, and others to disseminate important information about TITP to Sending Organizations, such as :
 - List of licensed Supervising Organizations approved by OTIT.
 - Updated job sectors list under TITP.
 - Disseminating other important information related to the Program.
- c. **Sending Organization: SO** is responsible for mobilizing and training the candidates in India and placing them as technical interns in Japan. SOs in India for TITP, are empanelled by NSDC, and only such firms are called 'Sending Organizations'⁵ of India. The list of SOs is available on the NSDC website (<http://nsdcindia.org/>). The roles and responsibilities of SOs are given in section 6.

4.2 STAKEHOLDERS IN JAPAN:

- a. **The Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour, and Welfare of Japan (hereafter referred to as 'the Government of Japan')**: The Ministry of Justice⁶ is one of the cabinet-level ministries of Japan. It is responsible for the judicial system, correctional services, household, property, and corporate registrations and serves as the government legal representative. The Ministry of Foreign Affairs⁷ is a cabinet-level ministry in Japan responsible for the country's foreign relations. The Ministry of Health, Labour and Welfare⁸ is a cabinet-level ministry in Japan containing sections and bureaus, including health policy bureau, labour standards bureau, human resources development bureau, children and families bureau, etc.
- b. **Organization for Technical Intern Training (hereafter referred to as 'OTIT')** : It is a legal entity approved by the Government of Japan. OTIT aims to promote international cooperation by transferring skills, technologies, or knowledge of Japanese industries to developing countries through human resource development while ensuring proper training and protection of technical interns. (<http://www.otit.go.jp/>).
- c. **Supervising Organization (hereafter referred to as 'SVO')**⁹ : It is an organization in Japan responsible for accepting technical interns under its supervision and is required to ensure that the technical intern training by the employer or the Implementing Organization (explained below) is performed

⁵ A Sending Organization or SO represents 'Approved Sending Organization' in this document.

⁶ Ministry of Justice of Japan (<http://www.moj.go.jp/ENGLISH/preface.html>)

⁷ Ministry of Foreign Affairs of Japan (<https://www.mofa.go.jp/about/index.html>; <https://www.mofa.go.jp/files/000290287.pdf>)

⁸ Ministry of Health, Labour and Welfare of Japan (<https://www.mhlw.go.jp/english/>;

https://www.mhlw.go.jp/english/org/pamphlet/dl/pamphlet-about_mhlw.pdf)

⁹ As per the "Act on Proper Technical Intern Training and Protection of Technical Intern Trainees" of Japan,

(<http://www.mhlw.go.jp/english/policy/employ-labour/human-resources/dl/2-00.pdf>) Article 2 (10) (Pg. no. 4), a Supervising

appropriately. SVO includes organizations such as Chamber of Commerce and Industry, Society of Commerce, and Industry, Medium- and Small- Sized Business Association, Agricultural Cooperative, Fisheries Cooperative, Public Interest Incorporated Association, Public Interest Incorporated Foundation, and other organizations. OTIT regulates all SVOs in Japan.

- d. **Implementing Organization (hereafter referred to as 'IO')**: It is a company in Japan that accepts technical interns and provides technical intern training based on an employment engagement under the SVOs' responsibility and supervision.

4.3 TYPES OF TITP:

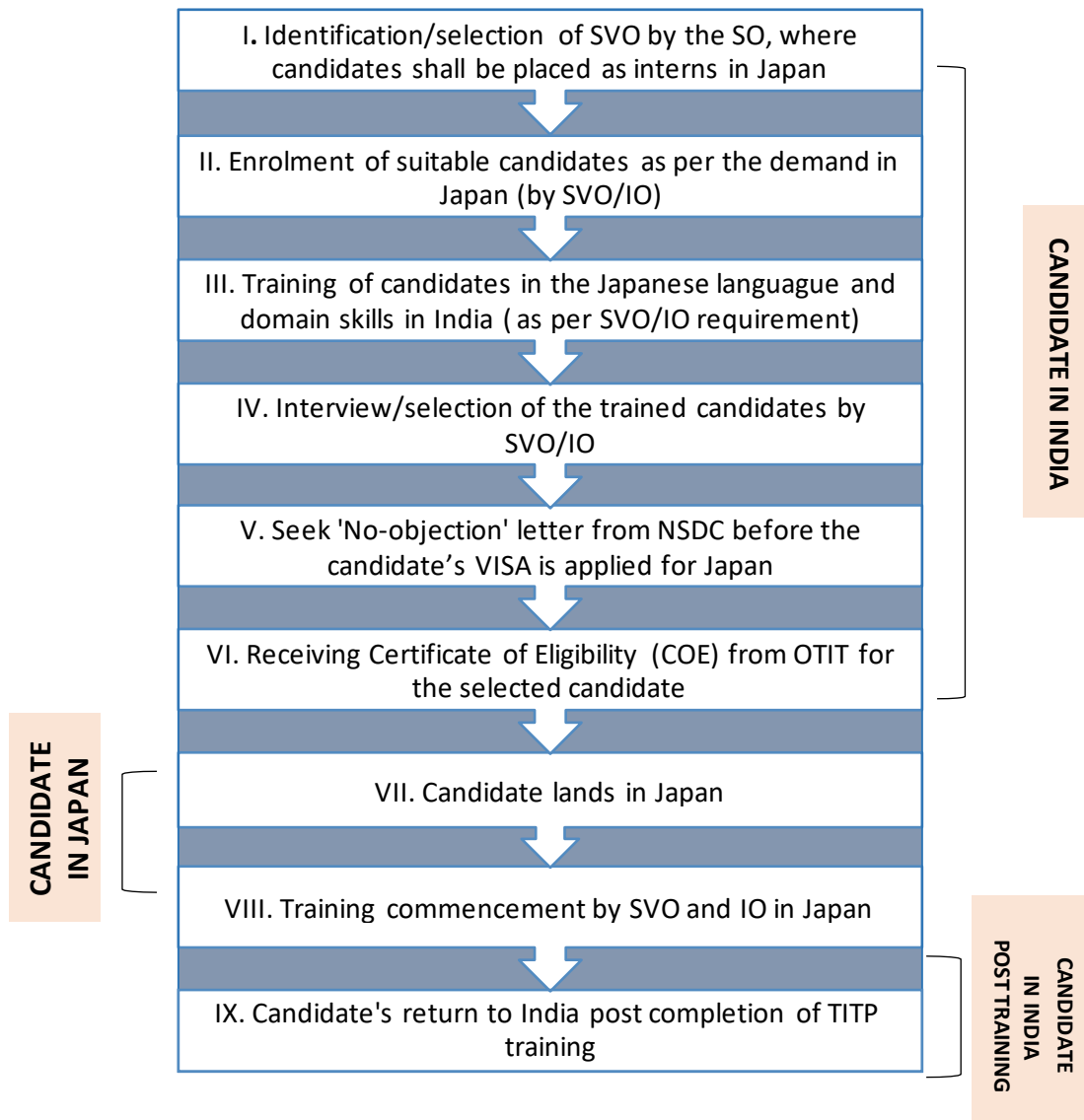
The acceptance of a candidate as a technical intern under TITP is of two types:

- a. **Individual-enterprise-type technical intern training**: A system wherein an IO accepts employees of local overseas companies, joint venture companies, or companies with which it has financial dealings, etc., and conducts technical intern training of said employees.
- b. **Supervising-organization-type technical intern training**: A system wherein an SVO accepts technical interns, and the training is conducted by IOs affiliated with it. As per the MoC signed between MSDE and the Ministry of Japan, the candidate's acceptance as a technical intern from India shall be 'Supervising-organization-type technical intern training.'

Organization refers to 'a Japanese non-profit juridical person that engages in the business of supervision of training by obtaining a license to supervise.'

5. TITP WORKFLOW

Successful TITP implementation is grounded in the effective enforcement of various activities carried out by SOs, from suitable candidates' enrolment and adequate training in the Japanese language & domain (as applicable), before sending them to Japan. The TITP workflow is outlined below. SOs shall follow this work flow, and the detailed roles and responsibilities are given in section 6.



6. ROLES AND RESPONSIBILITIES OF SENDING ORGANIZATION (SO)

The empaneled SO has to understand all relevant requirements of the SVO/ IO pertaining to the desired technical interns before commencing their training in India. The roles and responsibilities of an SO are stated below, but not limited to:

6.1 ESTABLISHING TITP INTERNSHIP LINKAGES IN JAPAN BEFORE COMMENCING TRAINING IN INDIA

- a. SO shall identify a suitable SVO/IO and secure interns' internship requirements in Japan before starting the candidates' training in India. It is mandatory for the SO to sign an agreement with the SVO with whom it plans to enter in a relationship for placing its candidates as interns under TITP.
- b. SO shall ensure that any agreement or contract signed between itself and the SVO shall not have any clause that imposes monetary penalties on technical interns or any clause that requires payments/ transfer of money from the candidate or their family in the event of a violation of training contract by them.
- c. SO shall not deal with any SVO whose license is revoked or subjected to administrative penalties by OTIT. The list of approved SVOs is available on the OTIT website and circulated by NSDC to all SOs from time to time.
- d. It is recommended that the SO has an office and a competent representative in Japan to interact with the SVOs, IOs, and other stakeholders in Japan to build business relationships seamlessly and manage any issues involving TITP implementation.
- e. It is the responsibility of the SO to get TITP internship linkages from SVO/IO for sending its candidates as TITP interns.

6.2 MOBILISATION OF SUITABLE CANDIDATES

- a. The success of TITP lies in the desirable attributes and motivation of candidates selected to be placed as technical interns. Therefore, SO has to target appropriate candidates for training who understand the objectives of TITP. Some of the eligibility criteria for candidates who can work as interns under TITP are given below.
 - i. The technical intern shall be 18 years of age or above.
 - ii. The technical intern shall be of Indian nationality.
 - iii. The technical intern shall be a person who intends to engage in the technical intern training, having understood the purpose of the Program.
 - iv. The technical intern should plan to engage in work requiring the skills etc. acquired in Japan after returning to the home country (India).

In addition to the above parameters, SO is advised to read the link (<https://www.otit.go.jp/files/user/docs/291113-3-Operational%20Guidelines.pdf>) for a deeper understanding.

- b. The details about the eligible sectors and job categories under TITP are given in the link - (<https://www.otit.go.jp/files/user/200303-6.pdf>). SO is advised to check the same from time to time. SO shall also consult the SVO/IO regarding the desired sector and the job category before enrolling candidates and commencing their training in India to ensure that candidates are imparted training as per the demand in Japan.
- c. As per the MoC signed between India and Japan, SO shall clearly communicate the total fee to be charged from the candidates, and SO shall post this information on their website. This is one of the parameters given by Japan under the 'Approving Standards of Sending Organization', shown in Annexure 1.
- d. SO shall disseminate the information concerning the IO, the SVO, salary details, working and living conditions in Japan to the candidates before their departure to Japan.

6.3 TRAINING IN INDIA

SO shall conduct training of its enrolled candidates addressing the following aspects:

- a. Japanese language training up to the level as desired by the SVO/IO. For Care workers, the minimum level required is N4 as needed by Japan. For other sectors, SO should consult SVO and train the candidates accordingly.
- b. Japanese lifestyle, and business etiquettes to impart the required knowledge essential for living in Japan.
- c. Requisite domain training, if required
- d. Any other relevant aspects, as deemed fit.

6.4 SELECTION OF CANDIDATES BY SVO/IO IN JAPAN

SO shall arrange interviews of the trained candidates with the SVO/IO. Further, SO shall not make any false promises to the candidate on matters concerning salary/stipend/ location of internship/ travel reimbursements/ holidays, etc., without having any written confirmation by the SVO/IO on job details in Japan.

6.5 ARRANGING CERTIFICATE OF ELIGIBILITY

Post selection of the candidate by the SVO/IO, SO shall extend support to the concerned Japanese stakeholders and the candidates in arranging the **Certificate of Eligibility (hereafter referred to as 'COE')** and subsequently the VISA of the candidate. The OTIT website may be referred to for the updated formats/ forms required to obtain the COE. The number of forms, formats, or requirements may change from time to time, and thus, the SO should consult its SVO for guidance.

SO shall mandatorily obtain a 'No-objection' letter from NSDC for each candidate who intends to go to Japan under TITP. SO will seek this letter from NSDC before the candidate's VISA is applied for Japan.

6.6 SUPPORT IN JAPAN DURING TITP

SO shall stay abreast of the status of the technical interns during their stay in Japan and resolve any issues that may arise. SO shall make best efforts to help the intern in settling down and completing the training in Japan. For this purpose, SO shall undertake the below-mentioned activities (but not limited to):

- a. Remain in close coordination with its interns, respond to their health and safety concerns (if any), and provide proper support. In critical incidents related to interns such as depression, feeling uneasy due to any circumstance, harassment, or abuse¹⁰ by the employer or any other person/entity, SO shall coordinate with the candidate and the concerned stakeholders involved to resolve the issue on priority. SO shall notify the concerned intern's family and NSDC within 48 hours of the incident in case of any critical matter.
- b. Remain in close communication with the SVO/IO to obtain regular feedback on the performance of its interns and resolve concerns (if any). NSDC shall periodically communicate with the SVOs/ IOs of the candidate at any point of time to seek the feedback of Indian youth placed as interns under TITP, and the SO shall facilitate the meetings as and when requested by NSDC.
- c. Assist its intern in case of a fatal accident or injury of any kind. In such cases, the SO shall immediately contact the family member of the intern and resolve the issue in the best possible manner.
- d. Take effective measures to prevent the disappearance of its interns pursuing training in Japan. To minimize such incidents, the SO shall brief all candidates on salary details, working conditions, cultural orientation to Japanese lifestyle, and other relevant aspects before their enrolment in the batch and placement in Japan, so that the candidates' expectations after arriving in Japan match with the information conveyed to them during training. SO shall seek from the SVO information relevant for such briefing and remain in close contact with the interns after placement in Japan for any support required. If the SO receives notification from an SVO regarding the disappearance of its intern, it shall notify the same to NSDC and the concerned intern's family within 48 hours of the incident.
- e. Coordinate with the SVO/IO to provide the best possible legal support to the intern (as per the case), if he/she is charged with any criminal offense while undergoing training in Japan. SO shall also inform NSDC and the concerned intern's family within 48 hours of such incident. NSDC shall not be liable for the intern's involvement in any such criminal offense(s) or as the case may be.

¹⁰ Abuse or harassment can be of any kind but not limited to physical/sexual/verbal in nature

6.7 COMPLETION OF TITP IN JAPAN AND RETURN TO INDIA

SO shall help in the smooth return of its interns after completion of their training in Japan. Any intern who returns to India without completing the training in Japan should be brought to the notice of NSDC through an email/letter to NSDC stating the reasons for return. SO shall inform NSDC within 48 hours of such an incident. However, suppose an intern gets a job within the SSW residency status in Japan, after completing his/her TITP. In that case, the intern has the freedom to work under SSW without coming back to India and continuing his/her stay in Japan. This is permissible, provided all the regulations of Japan are followed. Further, the concerned Sending Organization shall keep NSDC informed of any such developments where the TITP intern gets converted to SSW and provide the necessary supporting documents to NSDC for that intern, which proves that the intern has got a job under SSW and all the required formalities as per the rules and regulations of the employers/concerned authorities are fulfilled. For any further clarifications, NSDC may be contacted.

6.8 EMPLOYMENT SUPPORT TO THE INTERN AFTER RETURN TO INDIA

Upon return of the intern to India after completing TITP in Japan, SO shall provide the necessary support, such as finding employment opportunities for him/her to utilize the acquired technical skills etc., appropriately.

In addition to the above-mentioned roles, SO is also advised to go through the below-given documents/links for a more detailed understanding and updates on TITP.

- a. Website of OTIT http://www.otit.go.jp/about_en/, <https://www.otit.go.jp/files/user/210316-5.pdf>
- b. Website of NSDC (<https://www.nsdcindia.org/>)
- c. 'Act on Proper Technical Intern Training and Protection of Technical Intern Trainees'
(<http://www.mhlw.go.jp/english/policy/employ-labour/human-resources/dl/2-00.pdf>)
- d. 'Ordinance for enforcement of the Act on Proper Technical Intern Training and Protection of Technical Intern Trainees' of Japan (<http://www.moj.go.jp/content/001223426.pdf>)
- e. 'Operational Guidelines for the Technical Intern Training Program Relating to Specific Occupations and Operations - Regarding the Standards for the Occupation 'Care worker'
(<https://www.mhlw.go.jp/file/06-Seisakujouhou-12000000-Shakaiengokyoku-Shakai/0000184414.pdf>)

7. TITP CONTRACT RENEWAL AND THE PROGRAM FEE

Under TITP, 33 SOs are empaneled as of April 2021. Based on the SO's performance, its contract for empanelment (**hereafter referred to as 'Contract'**) shall be renewed. The **performance criteria** for the SOs empaneled **before April 2021 and thereafter** are given below.

7.1 CONTRACT RENEWAL PROCESS FOR ALL SOs EMPANELLED AFTER APRIL 2021

SO shall give the five-year projection of the number of candidates to be placed in Japan from **Financial Year (hereafter referred to as 'FY')** 2023 to FY 2027 as follows during their empanelment.

- a. FY 2023 (Year 1): April 2022 to March 2023
- b. FY 2024 (Year 2): April 2023 to March 2024
- c. FY 2025 (Year 3): April 2024 to March 2025
- d. FY 2026 (Year 4): April 2025 to March 2026
- e. FY 2027 (Year 5): April 2026 to March 2027

The SO's empanelment shall be valid for the first two FYs (Year 1 and Year 2). Contract shall be renewed in Year 3, based on the SO's performance with respect to the total number of candidates placed by the end of Year 2 from the date of its empanelment. Renewal of Contract for the SO that places less than 70% of the total projected number of candidates in the first two years (i.e., by the end of Year 2), shall be done at the discretion of NSDC. The annual Contract renewal in subsequent years shall be performance-based and at NSDC's discretion.

CONTRACT RENEWAL FEE

SO shall pay an annual non-refundable fee (**hereafter referred to as 'Contract Renewal Fee'**) of INR 2,00,000/- (Indian Rupees Two Lakhs only) to renew the Contract after completion of two years from the date of its empanelment.

7.2 CONTRACT RENEWAL PROCESS FOR THE SO EMPANELLED BEFORE APRIL 2021

The Contract of SOs empanelled before April 2021 shall be renewed in October 2021. SOs shall give a projection of the number of candidates to be placed in Japan from October 2021 to FY 2027 as follows for their Contract renewal.

- a. November 2021 to March 2022
- b. FY 2023: April 2022 to March 2023
- c. FY 2024: April 2023 to March 2024
- d. FY 2025: April 2024 to March 2025
- e. FY 2026: April 2025 to March 2026
- f. FY 2027: April 2026 to March 2027

The Contract shall be renewed annually based on SO's performance with respect to the total number of candidates placed each year. Renewal of Contract for the SO that places less than 70% of the total projected number of candidates each year, shall be done at the discretion of NSDC. The annual Contract renewal shall be performance-based, and at NSDC's discretion.

CONTRACT RENEWAL FEE

SO shall pay an annual non-refundable Contract Renewal Fee of INR 2,00,000/- (Indian Rupees Two Lakhs only) to renew the Contract.

7.3 ADMINISTRATIVE FEE OF EACH CANDIDATE

SO shall take a 'No-objection' letter from NSDC. The format shall be provided by NSDC. SO shall mandatorily seek this letter from NSDC before the candidate's VISA is applied for Japan. SO shall pay a one-time and non-refundable fee (**hereafter referred to as 'Administrative Fee'**) of INR 10,000/- (Indian Rupees Ten Thousand only) per candidate to NSDC towards the fee for the 'No-objection' letter.

7.4 PLACEMENT FEE FOR INTERNSHIP LINKAGES ESTABLISHED BY NSDC

It is the responsibility of SO to develop the internship linkages in Japan for their trained candidates and place them as technical interns.

NSDC may also provide the platform to SOs for TITP internship linkages. If any SO places its candidates through the linkages established by NSDC, it shall pay a one-time, non-refundable fee per candidate to NSDC. The fee amount shall be decided between NSDC and the SO on a case-to-case basis. SO shall pay this amount per candidate to NSDC while seeking the 'No-objection' letter from NSDC for the concerned candidate.

8. MONITORING OF TITP

NSDC shall monitor TITP through appropriate mechanisms as stated below (but not limited to) and deemed fit by NSDC. Considering the importance of TITP in strengthening bilateral cooperation between India and Japan towards skill development, SO shall ensure to adhere to the TITP Guidelines failing which, it may invite disciplinary action by NSDC as deemed fit by NSDC.

8.1 TIMELY AND CORRECT SUBMISSION OF THE DATA

TITP involves multiple important stakeholders from Japan and India such as MSDE, the Embassy of India to Japan, and others. SO shall furnish the data related to TITP pertaining to the details of its candidates being trained, placed in Japan, the SVO/IO involved, the agreement signed with the SVO, candidate's employment letter, or any other details as and when requested by NSDC as per the prescribed formats. Data should be correct, complete, and should be submitted as per the due submission date.

Delay in providing the data or any other information directly impacts the progress of the Program and shall be considered as non-compliance to the Guidelines. Further, SO shall inform NSDC (through email/ letter) within 48 hours of the key events such as:

- a. Return of the intern to India after or before competing for the TITP in Japan.
- b. The disappearance of an intern OR his/her involvement in any criminal offense while undergoing training in Japan.
- c. Any other mishappening with the intern in Japan.
- d. Any work-related achievement of the intern in Japan.

Any critical changes such as opening or closure of a training center OR change in the office address in India/ Japan Or a change in the management/authorized signatory etc.

8.2 COMPLIANCE TO THE 'APPROVING STANDARDS OF SO'

SO may charge a suitable amount as the fee from the candidates for their training in India and placement in Japan. However, the total fee should be publicly displayed on the website of the SO. Further, SO shall adhere at all times to the 'Approving Standards for SOs as per the MoC' (As per Annexure 1).

8.3 WITHDRAWAL OF ANY OF THE CONSORTIUM MEMBERS

In the case of any Consortium, the SO gets empaneled basis on the competency of all the Consortium members. Thus, if any Consortium member of the SO withdraws from the Consortium for any reason (whether due to its own act or by operation of law) during the TITP Contract validity period, the concerned SO shall notify NSDC through a formal email/ letter within ten calendar days of such incident. Post notification, Consortium shall be de-empaneled as SO, and the Contract will stand terminated, however, the concerned consortium members

may re-apply to become SO through the ongoing RFP (if any) process of NSDC. SO not informing within the stipulated time shall be construed as hiding the information from NSDC / misleading NSDC. In such cases, the concerned SO shall face suitable disciplinary action.

8.4 TRAINING WITHOUT INTERNSHIP LINKAGES OR PROVIDING MISLEADING INFORMATION TO CANDIDATES

SO should commence the training in India only after finding the TITP internship linkages for candidates as explained in its role and responsibilities. Furthermore, SO shall not mislead the candidate at any point in time, with respect to expected salary emoluments, working candidates, or any other benefits regarding the training in Japan. Any dispute between SO and candidate shall be resolved amicably between themselves in the candidate's best interest. NSDC shall have no liability in incidents of disputes arising between SO and the candidate related to (but not limited to) fees, placements promised, or any financial or other matter between them. However, NSDC shall investigate the matter in case it receives a grievance from a candidate or any other stakeholder. SO shall fully cooperate with NSDC in the investigation and, if it is found that SO made false promises to candidates, the SO may invite disciplinary action from NSDC as stated in section 9.

8.5 SUB-CONTRACTING WITHOUT TAKING NSDC'S APPROVAL

Sub-contracting, sub-letting, or franchisee arrangement for the implementation of TITP for any responsibility without the written approval of NSDC is not allowed.

8.6 CENTER INSPECTION

NSDC may conduct surprise inspections of SO's training centres to interact with the trainers, candidates etc. Observations after such inspection shall be communicated to the SO to improve the Program implementation (wherever required). SO shall be given 30 calendar days to rectify the problem (as the case may be).

8.7 ABIDING BY THE LAWS OF THE LAND

SO shall not perform any activity inconsistent with India and Japan's laws applicable to TITP.

8.8 OTHER COMPLIANCES

In addition to the above-stated parameters, SO shall ensure to comply with the below-stated points:

- a. In the case of any incident/aspect which is not covered or is not a part of the TITP Guidelines but concerns the implementation of TITP in any manner and at any stage, SO is advised to resolve the same in the most appropriate manner keeping NSDC informed, in the best interest of the candidate and maintaining an amicable bilateral relationship between India and Japan. If appropriate corrective measures are not taken by the SO to resolve such incidents, NSDC shall investigate the incident and may take suitable action on the concerned SO, which shall be final and binding on it and all concerned stakeholders.

- b. The responsibility to ensure the authenticity and accuracy of the details submitted by the SO rests solely with it. At any point in time, if the information is found to be forged or manipulated or incomplete or hidden or incorrect, the SO is liable to disciplinary action(s) by NSDC. Further, SO shall furnish the information/documents within the stipulated timeframe as requested by NSDC.
- c. SO shall seek the written approval of NSDC before using the logo of NSDC, MSDE, or Skill India.
- d. Share any information/document within the stipulated timeframe as requested by NSDC.
- e. **UNETHICAL, FRAUD AND CORRUPT PRACTICES:**

Corrupt practice means behaviour on the part of officials of the SO in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process, or in the procurement or execution of the Contract; and **Fraudulent practice** means a misrepresentation of facts at any stage during the execution of TITP, in order to influence the process of evaluation or in the procurement or the execution and performance of the Contract.

SO shall not undertake any activity that may undermine or tarnish India's image and, at all times, shall uphold the national interest of India. SO shall ensure that it is not involved in any **Unethical, Fraud, and Corrupt practices**, including the below points but not limited to, failing which NSDC **may permanently de-empanel the SO or may take any other suitable action as deemed fit by NSDC**. Refer to section 9 to know details about the consequences.

- i. Offering any undue favour in cash or kind to any stakeholder in India or Japan to influence the implementation of TITP.
- ii. Forging/manipulating any information/document concerning the implementation of TITP.
- iii. Providing any misleading information to the candidate or other concerned stakeholders in India, Japan OR the public in general. Misleading information shall include (but not limited to) making false promises about job offers in Japan, wages, perks, and benefits, telling the candidate that internship linkages are with the SO when there is none, and so on.
- iv. Sending candidates to Japan for undergoing TITP without seeking a No-objection letter from NSDC about the candidates (as explained in this Guideline).
- v. Harassing or abusing the candidate in any manner, either by itself or other representing members of the SO.
- vi. Providing any monetary kickbacks, etc., to SVO regarding the transfer of funds between a SO and the SVO.
- vii. Concluding a second agreement/contract with the SVO separately to the original agreement (submitted to the OTIT), to conceal deposits or penalties imposed on the interns, or to hide any kick-back/cash backs from the SVOs, or to hide from NSDC regarding the management fees or any other fee paid by the SVOs.

9. CONSEQUENCES OF NON-COMPLIANCE TO GUIDELINES

In case of non-compliance to the TITP Guidelines OR the Contract OR hiding from NSDC any kind of information that is important to TITP, the SO may face disciplinary action including the following, at the discretion of NSDC.

- a. A financial penalty of INR 20,000/- to INR 100,000/- (Indian Rupees Twenty Thousand to One lakh only), depending on the severity of the situation; **OR/AND**.
- b. De-empanelment from the status of being a SO either temporarily or permanently, depending on the severity of the case; **OR/AND**
- c. Blacklisting from participating in TITP or any Japan-related programs managed by NSDC, or any other programs /schemes (national or international) managed by NSDC. Blacklisting is applicable wherever mentioned above in the guidelines. NSDC may also provide the information to other government bodies of concern.

ANNEXURE 1: APPROVING STANDARDS FOR SENDING ORGANIZATIONS AS PER THE MOC

SO shall meet all the approved standards given below, as per the MoC signed between India and Japan:

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 TITP and to contribute to the economic development of the Republic of India (hereinafter referred to as "India") by making use of the achievement through the Technical Intern Training after returning to India.
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' and make the criteria publicly available, and to explain the details of such commissions and other fees to Technical Intern Trainees and candidates in order to obtain their understanding sufficiently.
3. To provide the Technical Intern Trainees who returned to India after completing the Technical Intern Training with necessary support, such as finding occupations for them to appropriately utilize the acquired technical skills, etc.
4. With respect to the appropriate implementation of the TITP as well as the protection of Technical Intern Trainees, to respond the requests from the Minister of Justice of Japan, the Minister of Health, Labour and Welfare of Japan or the OTIT. Such requests include cooperation on follow-up surveys on the Technical Intern Trainees who returned to India after completing the Technical Intern Training.
5. As for SO and its board members, if they had been sentenced to imprisonment or more severe penalty in Japan, India or any other country/ies, 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 India.
7. As for SO 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 Technical Intern 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 undue transfer of money or other properties, for the violation of the contracts in relation to Technical Intern Training;
 - c) Human rights infringements against Technical Intern Trainees and candidates such as assaults, intimidations, and restrictions of freedom; and

- d) With regard to the procedures of TITP 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 SVO, to confirm that Technical Intern 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 disappearance of Technical Intern Trainees, to cooperate with Japanese SVO and to make efforts in order to prevent Technical Intern Trainees from disappearing.
10. To have the necessary capacities to appropriately coordinate applications for the Technical Intern Training to Japanese SVO.