



**“Fair and Ethical Recruitment Initiative
for Migrant Workers from Vietnam to Japan”
(VJ-FERI)**

Standard Operating Procedures (SOPs)

Footnote1: The copyright of the “Fair and Ethical Recruitment Guidelines for Migrant Workers” belongs to Law Firm Global HR Strategy, and rights to use are granted to General Incorporated Association JP-MIRAI.

Footnote2: The PDF file of the ILO’s “General principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs” in each language is downloadable from the URL below.

Japanese: <https://www.ilo.org/ja/publications/gong-zheng-na-ren-cai-mu-ji-wo-xuan-ni-guan-su-ru-yi-ban-yuan-ze-ji-hi-shi>

English: <https://www.ilo.org/publications/general-principles-and-operational-guidelines-fair-recruitment-and>



Chapter 1 General Statements

(Purpose)

- Article 1:** The two parties, JP-MIRAI and VAMAS, with technical support from JICA and ILO, shall cooperate with recruitment agencies in Vietnam, recruitment agencies, employers, related other governmental agencies, such as labor organizations, and civil society organizations parties, and operate the **“Fair and Ethical Recruitment Initiative for Migrant Workers from Vietnam to Japan”** (hereinafter referred to as **“VJ-FERI”**), a voluntary initiative in order to achieve **“recruitment in line with international standards”** as stipulated by various international norms, complying with the laws and regulations of the both sending and host countries regarding the movement of workers from Vietnam to Japan under the technical intern training system and specified skills system (hereinafter referred to as “Vietnamese workers”).
2. The VJ-FERI Standard Operating Procedures (hereinafter referred to as the “VJ-FERI SOPs”) are established to ensure the smooth operation of VJ-FERI as a fair and effective system. Detailed rules and formats required for the operation and procedures of VJ-FERI stipulated in the VJ-FERI SOPs shall be set separately.

(Guidelines to conform)

- Article 2:** VJ-FERI shall be operated based on the **“Fair and Ethical Recruitment Guidelines for Migrant Workers”** (hereinafter referred to as **“FERI Guidelines”**) unless otherwise specified in the VJ-FERI Standard Operating Procedures.
2. Regarding the recruitment fees and related costs borne by each employer under VJ-FERI, the expenses from when a migrant worker signs a contract with a recruitment agency in Vietnam until he or she begins working for an employer are borne as shown in Table 1. However, in accordance with the Article 1, Paragraph 4d of the FERI Guidelines, when the provisions of Table 1 fall short of the cost burden standards set by one of the relevant laws or regulations of Vietnam or Japan, the law or regulation, in addition to Table 1, shall be complied with.

(Certification of suitability per job-order)

- Article 3:** In accordance with the **“FERI Guidelines”** and the Article 2 of the VJ-FERI SOPs, when no problems are identified as the results of monitoring after the arrival of recruited migrant worker(s) in Japan regarding the employer’s burden of expenses, the work and workplace to be engaged in, consideration for temporary return to his or her home country, housing, and the provision of pre-entry vocational and language trainings as stipulated in the **“FERI-Certified job-order”** concerned, the recruitment process based on that exact job-order shall be certified as meeting the **“FERI Level”**.
2. In accordance with the **“FERI Guidelines”** and the Article 2 of the VJ-FERI SOPs, when no problems are identified as the results of monitoring after the arrival of recruited migrant worker(s) in Japan regarding the employer’s burden of expenses, the work and workplace to be engaged in, consideration for temporary return to his or her home country, housing, and the provision of pre-entry vocational and language trainings as stipulated in the **“Seni-FERI-Confirmed job-**



order“ concerned, the recruitment process based on that exact job-order shall be certified as meeting the “**Semi-FERI Level**“.

(Roles of the two parties)

Article 4: The two parties, VAMAS and JP-MIRAI shall, in operating the VJ-FERI system, placing top priority on protecting the rights of migrant workers, aim to create a system in which more recruitment agencies in Vietnam and Japan, and employers can participate. Therefore, the system should be designed and operated in a way that provides incentives for participating recruitment agencies in Vietnam and Japan, and employers.

2. The two parties shall, as VJ-FERI is an innovative mechanism, actively disseminate their achievements and experiences not only within the five parties, but also to Asian countries and the international community.

(Roles of JICA and ILO)

Article 5: JICA and ILO shall, even during the operational stage, provide technical support to VAMAS and JP-MIRAI to ensure fair and smooth operation of the system, and shall cooperate to resolve any problems that arise.

(Roles of VAMAS)

Article 6: VAMAS shall play a central role in promoting ethical recruitment in Vietnam and will actively coordinate with JP-MIRAI, the Vietnamese government, the ILO, CSOs, etc.

2. VAMAS shall call on all recruitment agencies in Vietnam to participate in the proper dissemination of FERI.

3. VAMAS shall support JP-MIRAI when it investigates and responds to violations of laws and guidelines and worker grievances in relation to FERI.

(Roles of JP-MIRAI)

Article 7 : JP-MIRAI shall act as the secretariat for the entire operation of the FERI system and shall perform common administrative tasks.

2. JP-MIRAI shall operate the application necessary for registration, training, monitoring, corrective guidance, and information provision and monitoring of recruitment agencies in Japan and employers.

3. JP-MIRAI shall encourage the employers participating in VJ-FERI by the Semi-FERI-Confirmed job-orders to upgrade themselves in stages with using the FERI-Certified job-orders in the future and provide them necessary technical support upon request from such employers.

4. In order to implement the operations mentioned in the preceding two paragraphs, JP-MIRAI may collect the necessary expenses for registration and operation as specified in the VJ-FERI SOPs from employers and recruitment agencies in Japan.

5. JP-MIRAI may outsource some of its activities to CSOs under contract. In such cases, NDAs will be signed between JP-MIRAI and CSO to protect the recruiting companies and Vietnamese workers.

(VJ-FERI Stakeholder Meeting)



Article 8: In order to operate the system properly, “VJ-FERI Stakeholder Meeting” shall be held at least once a year. JP-MIRAI shall invite important stakeholder such as representative of DOLAB, VAMAS, ILO, RBA and JICA and others if needed.

(FERI Steering Committee in Japan)

Article 9: JP-MIRAI shall establish a “Steering Committee” in Japan consisting of representatives from Employer and Recruitment Agency, and Experts for the purpose of proper system operation and deliberation of important matters.

Chapter 2 Registration and Training for Participating Companies and Organizations

(Participation procedure for recruitment agencies in Vietnam)

Article 10: JP-MIRAI shall hold briefing sessions for recruitment agencies in Vietnam and explain the purpose of the VJ-FERI system, the VJ-FERI SOPs, and the FERI Guidelines, in collaboration with ILO and VAMAS.

2. Recruitment agencies in Vietnam wishing to participate should apply to JP-MIRAI using the prescribed form.
3. JP-MIRAI conducts a neutral and strict examination to register each recruitment agency in Vietnam that is deemed eligible to the FERI Guidelines, create a registration list, publish the list on its website.
4. JP-MIRAI shall provide training to the registered recruitment agencies in Vietnam on the FERI Guidelines, and the VJ-FERI Workflows (for the SOPs).
5. The registered recruitment agencies in Vietnam shall pay JP-MIRAI the fees determined by the ~~VJ~~-FERI Steering Committee.

(Participation procedures for recruitment agencies in Japan and employers)

Article 11: JP-MIRAI shall hold briefing sessions for recruitment agencies in Japan and employers to explain the FERI system purpose, the FERI Standard Operating Procedures, and the FERI Guidelines.

2. Employers and recruitment agencies in Japan wishing to participate shall apply to JP-MIRAI using the prescribed form.
3. JP-MIRAI will conduct a neutral and strict examination to register each recruitment agency in Japan or employer that is deemed eligible to the FERI Guidelines, create a registration list, publish the list on its website.
4. JP-MIRAI shall provide training to the registered recruitment agencies in Japan and employers on the FERI Guidelines and the VJ-FERI Workflows (for the SOPs).
5. The registered recruitment agencies in Japan and employers shall pay JP-MIRAI the registration fees determined by the Steering Committee.

(Agreement between the Recruiting Agencies in Vietnam and Japan)

Article 12: Each of the registered employer shall select one of the recruitment agencies in Japan and the recruitment agency in Vietnam from the respective registration lists created pursuant to the Article 10 and the Article 11 of the VJ-FERI Standard Operating Procedures.



2. The selected recruitment agency in Japan and the recruitment agency in Vietnam shall conclude an agreement and make the necessary notifications based on relevant laws and regulations and agreements.

Chapter 3 Recruitment Process and Protection

(Preparation and certification of job-orders)

Article 13: Each registered employer shall prepare job-orders based on the "FERI Guidelines" which undergo the preliminary screening by JP-MIRAI.

2. Those employers seeking the confirmation of the "Semi-FERI-Confirmed job-orders" shall submit a document per job-order stating the total amount of fees and costs marked with [★] in Table 1 and the amount to be borne by each migrant worker to be hired by the job-order concerned.

3. JP-MIRAI shall review the submitted job-orders without delay and notify the employer of the "FERI-Certified job-order" or the "Semi-FERI-Confirmed job-order" per job-order.

4. A FERI compliance logo and QR code shall be issued on the Certified or Confirmed Job-Order. The QR code shall include the URL to the explanations about the FERI system and the IDs of the employer, the recruitment agency, and the recruitment agency in Vietnam for monitoring purposes.

5. The employer shall send the job-order with the FERI compliance logo and QR code to the recruitment agency in Vietnam through the recruitment agency.

(Recruitment in Vietnam)

Article 14: Each of the registered recruitment agencies in Vietnam shall recruit human resources based on the "FERI Guidelines" using the "FERI-Certified job-orders" (or the "Semi-FERI-Confirmed job-orders").

2. The recruitment agencies in Vietnam shall have the target workers install the monitoring tool (JP-MIRAI application) immediately after signing the contract.

(Monitoring and support before traveling to Japan)

Article 15: JP-MIRAI shall respond to consultations, complaints, and questions (including questions related to working and living in Japan) received from the migrant workers recruited based on the FERI-Certified job-orders or the Semi-FERI-Confirmed job-orders (hereinafter referred as the "target workers") through the JP-MIRAI application supporting multiple languages including Vietnamese (by chat, IP phone, email, etc.).

2. If JP-MIRAI believes that the content of consultation or complaint received from any target worker violates the FERI guidelines, other laws, or the respective employment contract, JP-MIRAI will confirm the facts as necessary. During the fact-finding process, utmost care shall be taken to ensure that the consulting target worker is not disadvantaged with his/her name and other personal information kept confidential.

3. JP-MIRAI shall provide necessary corrective guidance.

Chapter 4 Monitoring and Response after Arrival in Japan

(Monitoring after arriving in Japan)



Article 16: JP-MIRAI shall utilize the JP-MIRAI application tool to send questionnaires to target workers immediately after arriving in Japan (within 1 month) and after 1 year and obtain answers.

2. JP-MIRAI shall analyze the responses received from the target workers.

3. JP-MIRAI shall conduct an interview survey with the selected target workers themselves as a sampling survey. The targeted workers who gave questionable answers shall also be interviewed.

4. JP-MIRAI shall report monitoring results (aggregated results for each employer and recruitment agency in Japan, etc.) to each of the registered employers and recruitment agencies in Japan quarterly, while taking utmost care to ensure that the interviewed target workers are not identified with their names and other personal information kept confidential.

5. JP-MIRAI shall report the monitoring results for each recruitment agency in Vietnam quarterly.

(Grievance adjustment)

Article 17: If the content of the consultation or complaint received from any target worker is considered to be the violation of related laws or regulations, employment contracts, or the FERI Guidelines, JP-MIRAI shall verify the facts, according to the necessity, with the target worker, the recruitment agency in Japan, and the employer related to the concerned job-order. Under the fact-finding procedure, utmost care should be taken to ensure that the consulting target worker is not disadvantaged with his/her name and other personal information kept confidential.

2. The concerned target workers, recruitment agencies in Vietnam and Japan, and employers shall cooperate in verifying the facts.

3. In order to protect the human rights of the target workers in Japan JP-MIRAI not only handles consultations and complaints related to recruitment, but also a wide range of consultations regarding the working and living environment and provides support as needed (such as accompaniment support, support for accessing grievance mechanisms, and etc.).

(Corrective guidance and expulsion)

Article 18: If JP-MIRAI detects a violation in any registered recruitment agency in Vietnam during monitoring or grievance adjustment, JP-MIRAI shall provide necessary corrective guidance to the relevant entity based on the decision of the Steering Committee in Japan (article 9).

2. If JP-MIRAI detects a violation by any registered employer or recruitment agency in Japan during monitoring or grievance adjustment, the JP-MIRAI Secretariat shall, based on the decision of the Steering Committee on the Japanese Side, provide necessary corrective guidance to the respective entity.

3. Recruitment agencies in Vietnam and Japan, and employers shall cooperate with JP-MIRAI and VAMAS in their fact-finding investigations and shall respond to any corrective guidance. They acknowledge that any failure to comply with these instructions may result in expulsion as stipulated in the Article 20 of the VJ-FERI SOPs.

(Whistleblowing)

Article 19: If the JP-MIRAI Secretariat determines that the content of the consultation or complaint received from any target worker is a serious violation of laws or regulations or has a major impact on the consenter's body or property, the JP-MIRAI Secretariat shall obtain the consent of the consenter and make whistleblowing to the relevant authorities.



(Expulsion)

- Article 20:** If a registered company or organization continues uncooperative behavior in the investigation, such as by withholding or alternation of information or documents or fails to comply with the corrective guidance to the serious violation of laws or guidelines found in the fact-finding procedure, it may be expelled by decision of the Steering Committee. In this case, any fees paid by the expelled company or organization, such as registration fees, job-order confirmation fees, etc. will not be refunded.
2. If the company or organization has any objections to expulsion or recommendations for correction, it may lodge a complaint with the ~~VJ~~-FERI Steering Committee. If an objection is received, the ~~VJ~~-FERI Steering Committee shall promptly deliberate and decide on a response.

Chapter 5 Others

(Award system)

- Article 21:** In order to motivate participating entities, JP-MIRAI shall award the entities with excellent performance according to the number (ratio) of recruitment based on FERI standards and publish their names on their websites.
2. Criteria and entities eligible for awards shall be determined by ~~VJ~~-FERI steering committee.

(VJ-FERI registration/management fee)

- Article 22:** Based on the resolution of the Steering Committee in Japan, the expenses necessary for VJ-FERI registration and system operation shall be collected by JP-MIRAI.
2. In such cases, such costs shall be borne by respective employers and not by any migrant workers.

(Revision of the VJ-FERI SOPs)

- Article 23:** If it is necessary to revise the VJ-FERI Standard Operating Procedures, it shall be done with the approval of the “FERI Steering Committee”.

(END)

Table 1 The Ratio of the Recruitment Fees and Related Costs to be borne by each employer in ILO Standards

| Recruitment fees & Related Costs to be borne by each Employer (ILO) | FERI Certified Job-Order : Items to Be Borne by Each Employer | Semi-FERI-Confirmed Job-Order: Items to Be Borne by Each Employer | Applicable Provision of FERI Guidelines |
|---|---|---|---|
| A. Recruitment Fees | 100% borne by the Employer | ★Partially can be borne by migrant workers (Compensation for the services by the Recruitment Agency in Vietnam to each migrant worker, host country's recruitment agency, or employer, in compliance with the maximum amount stipulated by law as the compensation for sending services) | 2.13c |
| B. Related Costs | | | |
| i. Medical Costs | 100% borne by the Employer | 100% borne by the Employer | |
| ii. Insurance Costs | 100% borne by the Employer | 100% borne by the Employer | |
| iii. Costs for Skills and Qualification Tests | 100% borne by the Employer | 100% borne by the Employer | |
| iv. Costs for Training and Orientation | 100% borne by the Employer | ★Partially can be borne by migrant workers (Costs for vocational training and language training, including the cost of training materials) | 2.8b 2.9b |
| v . Equipment Costs | 100% borne by the Employer | 100% borne by the Employer | |
| v i. Travel and Lodging Costs | 100% borne by the Employer ("Costs for Domestic transportation within the country of origin" may be excluded.) | ★Partially can be borne by the migrant workers (Costs for residence while migrant workers prepare to move to the host country) | 2.10b |
| | | ★Partially can be borne by the migrant worker (Costs for meals while migrant workers prepare to move to the host country) | 2.11b |
| | | ★Partially borne by migrant workers (“Costs for domestic transportation within the country of origin”) | 4.8b |



| All Other Costs not Specifically Stated | 100% borne by the Employer | 100% borne by the Employer | |
|---|----------------------------|----------------------------|--|
|---|----------------------------|----------------------------|--|

Note: In the case of recruitment through a "Semi-FERI-Confirmed job-order", migrant workers may be required to cover only those items indicated with "★ Partially born by migrant workers", up to a total amount not exceeding 50% out of the total amount of above items with ★, and the amount to be borne by migrant workers shall be stated in the Job-order.