

THE 2021 JAPAN EXCHANGE AND TEACHING (JET) PROGRAMME  
APPLICATION GUIDELINES

The Japan Exchange and Teaching Programme (hereinafter, Programme) seeks to enhance internationalisation in Japan by promoting mutual understanding between the people of Japan and those of other nations. The Programme aims to enhance foreign language education and promote international exchange at the local level through the fostering of ties between Japanese youth and foreign youth alike.

The objectives of the Programme are being achieved by offering JET Programme participants (hereinafter, Participant(s)) the opportunity to serve in local authorities as well as public and private elementary, junior high, and senior high schools in Japan.

The Programme is implemented by local authorities and other organisations (hereinafter, Contracting Organisation(s)) who appoint Participants in cooperation with the Ministry of Internal Affairs and Communications (MIC), the Ministry of Foreign Affairs (MOFA), the Ministry of Education, Culture, Sports, Science and Technology (MEXT), and the Council of Local Authorities for International Relations (hereinafter, CLAIR).

The Programme started in 1987 with cooperation from governments of participating countries. In 2019, there were 5,761 participants on the Programme from 57 countries.

As the Programme has achieved an excellent reputation over the last 34 years, it is of great importance that this reputation be maintained. Participants are invited to Japan as honoured representatives of their countries. As such, they are expected to be responsible in all their activities, especially those concerning the promotion of mutual understanding between nations. It is therefore desirable that Participants be adaptable, mentally and physically capable of performing the job duties and have a deep interest in Japan.

Generally, Participants are appointed by prefectures, municipalities, and private schools, etc. as a member of staff for a 1-year period of participation on the Programme (hereinafter, period of participation). The cost of transportation from the Participant's origin to Japan, as well as remuneration, will be funded by the tax payers of Japan via the Contracting Organisation where the Participant is appointed. Because Participants serve as civil servants and private school staff members of their Contracting Organisations, they are required to observe rules and behave responsibly.

Withdrawal from the Programme after receipt of assignment or early termination of participation should be avoided as it causes numerous problems for Contracting Organisations, in addition to severely impacting the administration of the Programme itself.

## **1. TYPES OF POSITIONS AND DUTIES**

### 1) Types of Positions

#### **Coordinators for International Relations (CIR):**

Participants engaged in internationalisation activities. CIRs are placed in international exchange departments or bureaus of Contracting Organisations.

## 2) Duties

### **CIR:**

CIR duties are carried out as specified by the supervisor at individual Contracting Organisations. The following is a general outline of duties, though they may vary from one Contracting Organisation to another.

- (1) Assistance in international exchange affairs at the Contracting Organisation (e.g. editing, translating and compiling publications into a foreign language; cooperating or advising on planning, designing and implementing international exchange projects; hosting official guests from abroad; interpreting at various events, etc.)
- (2) Assistance in international economic exchange affairs at the Contracting Organisation (e.g. cooperation or advising on planning, designing and implementing international economic exchange projects such as expanding the overseas market for local products or attracting foreign tourists to Japanese localities etc.)
- (3) Cooperation in language instruction of employees of the Contracting Organisation and local residents (see Note 2).
- (4) Advising and collaborating on activities of local private groups or organisations engaging in international exchange.
- (5) Cooperation in cultural exchange activities (including school visits) for local residents' cross-cultural awareness and understanding and in activities to support foreign residents in Japan.
- (6) Other duties as deemed necessary by the supervisor.

## **2. TERMS AND CONDITIONS**

The terms and conditions of service will be determined by the Contracting Organisation which appoints the Participant. The following is a general outline of the terms and conditions, though they may vary from one Contracting Organisation to another.

### 1) Period of Participation

In principle, the date of arrival is scheduled in July or August, however for 2021 JET Programme, the designated date of arrival is in September. As such, the period of participation is approximately 10 month long for 2021 JET Participants.

In some cases, multiple appointment procedures may be required within this 1-year period of participation, such as in the case where a Participant's Contracting Organisation is a local authority. Non-designated arrival Participants who arrive at a later date will have a shortened period of participation.

If a Participant violates the rules determined by his/her Contracting Organisation, his/her appointment may be terminated prior to the end of the 1-year period of participation.

If the Participant's work performance is of the required standard as deemed by his/her

Contracting Organisation, it may be possible for the Participant to renew the period of participation for an additional year. Under these circumstances, it is generally possible to renew participation up to a total of 3 years. However, if the Participant's work performance, level of experience and ability are deemed to be of an exceptionally high standard by his/her Contracting Organisation, it is possible to renew participation up to a total of 5 years.

Withdrawal from the Programme during the period of participation on the part of the Participant adversely affects school and local government administration as well as impeding the overall implementation of the Programme itself. All Participants are therefore required to complete their period of participation in full.

## 2) Working Hours

Participants are expected to be at work approximately 35 hours a week, excluding lunch breaks. The breakdown of a Participant's working hours may differ among Contracting Organisations, however Participants are generally required to work Monday through Friday between the hours of 8:30a.m. and 5:15p.m. Generally, Saturdays, Sundays, and Japanese national holidays are days off. However, there are cases in which work duties may require changes in the normal schedule or require a Participant to work on Saturdays, Sundays or Japanese national holidays. The number of paid holidays per year differs among Contracting Organisations, but in principle Participants are allowed at least 10 days.

## 3) Remuneration

Remuneration per annum is approximately ¥3,360,000 in the first year, ¥3,600,000 in the second year, and ¥3,900,000 in the third year. The sums above are reflective of one year of participation in the Programme based on the designated remuneration. Therefore, in the case where the period of participation is less than one year, the amount of remuneration will also be less than the above according to the length of the period of participation. In addition, in the case where a Participant who is deemed to have excellent work ability by the Contracting Organisation exceeds 3 years, the remuneration will be approximately ¥3,960,000 in both the fourth and the fifth year. This remuneration is a sufficient amount to cover average living expenses in Japan.

Participants are required to bear the cost of taxes in cases in which income and resident taxes are imposed (see Note 3).

Remuneration will be made in monthly payments. Participants may, upon completion of the Programme, be required to pay any amount of resident taxes, etc. which would be subject to that year in one lump sum prior to leaving Japan.

Furthermore, in Japan, joining the national social (health) insurance, contributing to the pension fund programme, and paying employment insurance are mandatory. A part of these costs are borne by the Participant and deducted from the monthly post-tax remuneration each month on payday.

## 4) Limitation on Profit-Making Activities

Participants, after reaching a full understanding of the motives and goals of the Programme, are expected to prioritise their duties as a Participant and should refrain from engaging in other profit-making activities.

#### 5) Driving

Participants with a driving licence may be required to operate a motor vehicle as part of work duties for their Contracting Organisations. Costs associated with a motor vehicle may be required to be borne by the Participant.

### **3. ELIGIBILITY CRITERIA**

1) As part of the general criteria, applicants must:

- (1) Be interested in Japan and be willing to deepen their knowledge and appreciation of Japan after their arrival; be motivated to participate in and initiate international exchange activities in the local community; make effort to study or continue studying the Japanese language prior to and after arriving in Japan.
- (2) Be both mentally and physically healthy.
- (3) Be willing and able to adapt to living and working in Japan, and be determined to responsibly complete their period of participation.
- (4) Applicants for both the ALT and CIR position must hold a Bachelor's degree or higher, or obtain such qualifications by the designated arrival date (applicants for the ALT position may alternatively hold a certification of completion of a 3-year course to teach at primary/elementary or secondary schools or obtain such qualification(s) by the designated arrival date).
- (5) Be a national (not just a permanent resident) of the country where the recruitment and selection procedures take place by the time they submit their application form. Furthermore, those who possess Japanese nationality must have submitted their applications to renounce their Japanese nationality before submitting their Reply Form. Applicants who possess multiple nationalities with countries other than Japan may only apply as a national of one of those countries.
- (6) Be adept in contemporary standard pronunciation, rhythm and intonation in the designated language (see Note 4) and possess excellent language ability that can be applied accurately and appropriately; have the ability to form sentences in a comprehensive and logical manner.
- (7) Not have participated on the Programme since the 2018 JET Programme year (inclusive of April 2018 arrivals) or have participated on the Programme for more than 6 years in total.
- (8) Not have declined a position on the Programme after receiving notification of assignment in the previous JET Programme year (excluding cases where it is accepted that the Participant had a valid, inevitable reason for withdrawing).
- (9) Not have lived in Japan for 6 or more years in total since 2011.
- (10) Have a desire to proactively maintain relations with Japan, even after completion of the Programme.
- (11) Concerning entry into Japan for participation on the Programme, agree to reside in Japan

under the status of residence stipulated in Article 2-2 of the Immigration Control and Refugee Recognition Act.

(12) Be willing to obey all Japanese laws.

(13) Applicants with a suspended jail term must have finished their period of probation by the time they submit their application form.

2) In addition to the above general criteria, applicants from non-English speaking countries must:

(14) Have a functional command of the English or Japanese language.

3) In addition to the above general criteria, CIR applicants must:

(15) Have a functional command of the Japanese language (Japanese Language Proficiency Test N1 or N2 is desirable).

#### 4. APPLICATION PROCEDURES

Applicants must submit the following documents to the Embassy of Japan under whose jurisdiction Participants' home countries fall, by 21 April, 2021. Early submission of applications and documents is encouraged. The submitted documents will not be returned.

Document	Original	Copy
1) Application Form	1	2
2) JET Programme Applicant Self-Report of Medical Condition(s)	1	2
3) Certified Record/Transcript <ul style="list-style-type: none"> <li>● It must cover all college/university courses</li> <li>● If a physical copy is not provided by your institution, a printed copy of the digital version must be submitted.</li> </ul>	1	2
4) Essay (Statement of Purpose) <ul style="list-style-type: none"> <li>● Typed, single-sided, double-spaced on A4 paper (210mm x 297mm) or letter-sized paper (8.5in x 11in), not exceeding two pages. This page limit must be strictly observed.</li> <li>● The essay is to be in Japanese.</li> </ul>	1	2
5) Certification of Graduation <ul style="list-style-type: none"> <li>● If you have not graduated yet, you must submit a certificate of expected date of graduation.</li> <li>● If a physical copy is not provided by your institution, a printed copy of the digital version must be submitted.</li> </ul>	1	2
6) Letters of Reference <ul style="list-style-type: none"> <li>● References written in either Japanese or English must be submitted.</li> </ul>	2	2 each

<ul style="list-style-type: none"> <li>● If you have not graduated yet, one of the referees must be someone related to your university.</li> </ul>		
7) Teaching or language proficiency qualifications (TEFL/TESL/TESOL/JLPT) (*Only for applicants with these types of qualifications).	0	3
8) Document which shows your nationality (passport, etc.)	0	3
9) Criminal Record (*Only for applicants with a criminal history) <ul style="list-style-type: none"> <li>● In the case the applicant is unable to obtain his/her Criminal Record by the time of application, a document proving you have applied will be accepted. In this instance, the Criminal Record itself must then be submitted by 7 May, 2021 .</li> <li>● Please see 6. 1) in regards to obtaining a Criminal Record.</li> </ul>	1	0

## 5. SELECTION AND NOTIFICATION OF RESULTS

1) An Embassy of Japan, under whose jurisdiction a Participant's home country falls, will conduct the first screening and selection of applicants based on written applications. The second stage of screening will be conducted in the form of interviews at the same Embassy, or at Consulate of Japan falling under the jurisdiction of the Embassy, in order to determine candidates.

2) The Joint Conference for International Relations, consisting of the Ministry of Internal Affairs and Communications (MIC), the Ministry of Foreign Affairs (MOFA), the Ministry of Education, Culture, Sports, Science and Technology (MEXT), and CLAIR, will decide successful candidates/Participants, alternates, and unsuccessful candidates out of the recommended candidates selected by the Embassy and Consulate of Japan where the applicants interviewed (hereinafter, Interview Office).

3) Applicants will be notified of the results via his/her Interview Office from June, 2021. At this time successful candidates/Participants will also be notified of the name of their Contracting Organisation.

4) The Contracting Organisation will then initiate direct contact with the successful candidate/Participants, sending him or her documents such as the notice of appointment, a letter detailing the workplace and working conditions, and other materials introducing the Contracting Organisation. As preparing living condition can be a complicated process, the Participant should respond promptly to all the correspondence from the Contracting Organisation.

5) Alternates will be upgraded to successful candidate/Participants status accordingly as openings for alternates become available until the second week of December, 2021.

## 6. SUBMISSION OF CRIMINAL RECORD AND CERTIFICATE OF HEALTH

1) In principle, successful candidates/Participants and alternates must obtain and submit their Criminal Record and Certificate of Health to the Interview Office by 17 July. However, those who stated they have a criminal history at the time of application must submit their Criminal Record by 7 May at the latest (if possible at the time of application). Additionally, alternates who are upgraded and become

successful candidates/Participants may be required to submit a Certificate of Health again depending on the time they will travel to Japan.

Regarding the Criminal Record:

- (1) A criminal record covering a period of at least 5 years must be submitted. If, due to institutional restrictions, a 5-year criminal record is not obtainable, a criminal record covering as many years as possible must be submitted.
- (2) In principle, applicants/candidates must submit a criminal record issued by the state/provincial government of his/her current residence. However, a criminal record issued by the federal government will be accepted in the case it is easier to obtain. Applicants/candidates from the US must submit a criminal record issued by the Federal Bureau of Investigations (FBI).
- (3) Applicants/candidates who have lived in another state/province of the same country for at least 12 consecutive months during the preceding 5 years must submit a criminal record from the other state/province in addition to the criminal record issued by the state/provincial government in which he/she currently lives. However, if the criminal record issued by the state/provincial government where the applicant/candidate lives contains criminal history information of the country as a whole, including other states/provinces, submission of additional criminal records issued by other state/provincial governments is not necessary.
- (4) Applicants/candidates who have lived in another country for at least 12 consecutive months during the preceding 5 years must submit a criminal record from that country as well.
- (5) Applicants/candidates who have lived in Japan in the preceding 5 years are not required to obtain a criminal record issued by the Japanese government.

2) The criminal record and Certificate of Health submitted must be no older than September 1 2020.

3) Additionally, any changes to an applicant's/candidate's physical or mental health or criminal history etc. after submitting the application may affect his/her eligibility of participation for the Programme and must be promptly notified to the Interview Office.

## **7. DISQUALIFICATION**

Successful candidates/Participants and alternates may be disqualified without warning for any of the following reasons:

- 1) When they have committed an inappropriate act or there is substantial reason to believe that they are likely to commit an inappropriate act.
- 2) When their application documents contain false statements.
- 3) When they do not inform the Embassy or Consulate of Japan of any changes in the information contained in the application documents after submission in a timely manner.
- 4) When it is determined that their criminal history renders them unsuitable for participation on the Programme (e.g. DUI (driving under the influence of alcohol and/or drugs), drug or sex crimes, crimes

against children, etc.) (inclusive of crimes committed after submission of the application form).

5) When the Reply Form, Certificate of Health, or other required forms are not submitted by the designated deadlines.

6) When those who possess multiple nationalities with Japan do not submit the application to renounce Japanese nationality before the Reply Form submission deadline (This excludes alternates. However, in the case an alternate becomes a successful candidate/Participant, he/she will be required to submit the application to renounce Japanese nationality as soon as possible).

7) If it becomes clear at a later date that they do not meet the eligibility criteria due to some reason attributable to themselves.

## **8. ASSIGNMENT OF CONTRACTING ORGANISATION**

Participants are required to work at the Contracting Organisation assigned by CLAIR. Contracting Organisations are located all throughout Japan, and amongst them are regions that are not sufficiently equipped with health care facilities and/or public transportation, etc. Participants with special circumstances such as those listed below will be given special consideration, however there is no guarantee of an assignment near a participant's desired location. Only requests for special consideration as listed below that have been indicated on the application form will be taken into consideration. Any requests of changes after submission of the application, even in special circumstances, are not possible.

Special requests may be considered for instances in which:

1) A spouse applies to the Programme at the same time.

2) A spouse or other immediate family member(s) already reside in Japan, and a move would be impossible or cause great hardship.

## **9. ORIENTATION AND TRAINING**

### **1) Pre-Departure Orientation**

Participants will be provided with written materials about the Programme along with Japanese language textbooks prior to departure for Japan. Additionally, a pre-departure orientation will take place prior to departure for Japan at the Interview Office under whose jurisdiction candidates' home countries fall. All Participants must participate in the pre-departure orientation.

Please note that there will be no pre-departure orientation for those participating from within Japan.

### **2) Post-Arrival Orientation**

Participation in the post-arrival orientation is mandatory for all Participants. Post-arrival orientation will provide training necessary for Participants to carry out their work duties in Japan.

### **3) Training**

CLAIR provides Japanese language courses which Participants can enroll in before and after



arriving in Japan in order to improve their Japanese abilities as well as promote understanding of Japan through Japanese after returning home. Participants are also required to participate in any training designated as mandatory by the Contracting Organisation or CLAIR.

## **10. ACCOMMODATION**

In principle, the Participant will be responsible for any or all accommodation arrangements and, as such, will subsequently be responsible for all associated costs incurred. The Participant may be required to pay the equivalent of 2 to 6 month's rent immediately after arriving in Japan in order to move into housing. In some cases the Contracting Organisation may designate the Participant's housing arrangements. As such, Participants should consult with their Contracting Organisation in advance.

## **11. TRANSPORTATION TO AND FROM JAPAN**

### **1) Travel and Other Costs Related to Coming to Japan**

All Participants must arrive in Japan on the designated date (Note 5) and flight except for candidates who already reside in Japan as defined below in 11. 2). Participants who do not board the designated flight will be disqualified from the Programme, with the exception of cases due to truly inevitable circumstances, such as on humanitarian grounds.

The cost of domestic transportation to the designated airport(s) in the Participants' home countries, fees incurred in obtaining documents necessary to travel to Japan, transit visas, extra baggage fees, and shipped luggage fees will be the responsibility of the Participants.

Participants' Contracting Organisations will provide airline tickets from the airport designated in their home countries to Narita International Airport or Tokyo International Airport (Haneda Airport). Transportation costs from these international airports to the post-arrival orientation venue, accommodation costs during the post-arrival orientation, and transportation costs from the post-arrival orientation venue to the Contracting Organisation, will be borne by the Contracting Organisation according to their travel expense regulations. Furthermore, travel expense regulations are based on the most logical route and means of travel.

It is for these reasons that in the case a Participant withdraws his/her intent to participate on the Programme or is disqualified after receiving notification of his/her assignment, with the exception of cases due to truly inevitable circumstances, such as on humanitarian grounds, he/she must pay any travel and other costs, such as cancellation fees etc., that were accrued. These costs may include fees accrued for the arrangement of travel within Japan or housing in the case the Contracting Organisation has made arrangements.

Cancellation fees for airline tickets will differ depending on the date that the cancellation of the ticket has been confirmed. In the case cancellation is confirmed 15 to 30 days prior to the designated departure date, the cancellation fee will be half the price of the airline ticket. In the case cancellation is confirmed 14 days or less prior to the designated departure date, the cancellation fee will be the full price of the airline ticket. Furthermore, Participants may be required to submit documents in

order to determine if a case falls under “cases due to truly inevitable circumstances, such as on humanitarian grounds”.

## 2) Candidates Who Already Reside in Japan

Only Participants residing in Japan prior to participation on the Programme who already hold a status of residence other than “Temporary Visitor” and are able to change the status prior to the designated arrival date are permitted to participate from within Japan. It is the responsibility of the Participant to confirm whether a change will be permitted and carry out the procedure for the change of status with the relevant Immigration Bureau of Japan office. If a change in status is permitted, Participants must indicate his/her participation from within Japan on the Reply Form and send it back to the Interview Office.

Furthermore, those residing in Japan with a “Temporary Visitor” status are not permitted to change their status of residence within Japan, and therefore must return to their home country, carry out procedures to obtain a proper visa from the Embassy or Consulate of Japan, under whose jurisdiction Participants’ home country falls, and enter Japan on the designated flight in order to participate on the Programme.

For Participants who already reside in Japan, the Contracting Organisation will bear travel costs only in the case where a Participant travels from the designated airport or railway station to the post-arrival orientation venue on the designated arrival date. Travel costs to the designated airport or railway station will be borne by the Participant. Participants who live within 100 kilometres of the post-arrival orientation venue will bear all travel costs to the post-arrival orientation venue.

With regard to transportation from the post-arrival orientation venue to the Contracting Organisation, Participants must travel in a group with other Participants who will be working in the same host prefecture or designated city. Travelling separately is not allowed. These travel costs will be borne by the Contracting Organisation according to their travel expense regulations.

## 3) Return Travel Costs

In the case Participants meet all of the guidelines listed below, the return travel costs both from the Contracting Organisation to an international airport in Japan and from that airport to the airport designated in their home country from which they originally departed will be borne by the Contracting Organisation according to their travel cost regulations.

Participants who participate from within Japan and meet all of the guidelines below are also eligible to have travel costs from the Contracting Organisation to the airport designated in their home country borne by the Contracting Organisation.

- (1) The Participant completes the period of participation.
- (2) The Participant doesn’t enter into subsequent employment with a Contracting Organisation or a third-party in Japan within 1 month after the completion of participation.
- (3) The Participant departs Japan to return to his/her home country no later than 1 month from the day following the completion of his/her participation.

#### 4) Reimbursement of Travel Costs

A Participant who violates the Contracting Organisation terms and conditions, such as by returning to his/her home country without reasonable cause, or is disqualified due to committing inappropriate acts, etc. after arriving in Japan will not only be responsible for the full cost of return travel to his/her home country, but must also reimburse any travel costs that the Contracting Organisation or CLAIR have already borne. In some cases there may be other costs for which the Participant will be held responsible.

#### 5) Obtaining a Visa

Participants must obtain a working visa from the Embassy or Consulate of Japan under whose jurisdiction Participants' home country falls, before the date of travel to Japan and must enter Japan under the appropriate status of residence ("Instructor" for ALTs, "Engineer/Specialist in humanities/International services" for CIRs and "Skilled labor" for SEAs) that permits work. Family members accompanying a Participant (spouse or children) must submit official documents which prove legal marriage or parent-child relationship to the Embassy or Consulate of Japan and must carry out the procedures for applying and obtaining a Dependent's Visa. Please note that only legal spouses and children are eligible for Dependent's Visas. A fiancé(e) or common-law spouse, etc. are not eligible.

#### 6) Participants Travelling with a Spouse or Family

In cases where the Participant is accompanied by a spouse or family, the Participant will be completely responsible for all the arrangements (travel, living, or otherwise) and fees incurred thereof.

### **12. AFTER COMPLETION OF THE PROGRAMME**

Participants are strongly expected to play a role as a bridge between Japan, their place of appointment, and their home countries after their participation on the Programme. Former Participants have founded alumni associations in their home countries/areas and in Japan, named JET Alumni Associations (JETAA). JETAA carries out various activities at grass-root levels to promote friendships between Japan and the home countries of Participants. JETAA members are involved in activities such as information exchange among the members, welcoming Participants back to their home countries upon their completion of the Programme, introducing Japanese culture, and providing educational information about Japan. It is anticipated that Participants completing their participation on the Programme respond to the "After JET Contact Information Survey" sent by CLAIR with their post-participation contact information. Participants are also expected to contact the Embassy or Consulate of Japan nearest to the Participant's residence (CLAIR for those residing in Japan), join a JETAA chapter and be actively involved in introducing Japan and promoting education.

### **13. USE OF PERSONAL INFORMATION**

The use of personal information submitted by applicants during the application period is limited to necessary use by the Embassy or Consulate of Japan, Ministry of Internal Affairs and Communications (MIC), Ministry of Foreign Affairs (MOFA), Ministry of Education, Culture, Sports, Science and Technology (MEXT), CLAIR, Contracting Organisations including host prefectures/designated cities (see Note 6) and private contracting companies in charge of services related to the management of the Programme. Personal information will be used for such matters as assignments, orientations, etc. Information may also be shared with the aforementioned organisations after the arrival of Participants in Japan for administrative matters (\*) in cases of emergency or early termination of participation on the Programme.

\* Specific details about administrative matters are listed below:

- 1) Replacement of Participant in the case of early termination of participation
- 2) Settlement of insurance matters and financial discrepancies
- 3) JET Accident Insurance contract and management-related matters
- 4) Amendment of the list of Participants
- 5) Response to an emergency situation
- 6) Other procedures necessary for the smooth management of the Programme

#### **14. SCHEDULE FROM APPLICATION TO ARRIVAL IN JAPAN**

April – May, 2021	Application deadline First stage of screening process (written application forms) Second stage of screening process (interviews)
June -	Notification of successful candidate/Participant status and assignment of Contracting Organisation
July - August	Pre-departure orientation, preparation, etc.
Sunday, 12 September	Arrival in Japan (appointments begin on 13 September)

#### **15. COURT JURISDICTION AND GOVERNING LAW**

With regard to the recruitment and application procedures, the Tokyo District Court has exclusive jurisdiction for all legal matters. The governing law will be Japanese law.

#### **16. PARTICIPATION RIGHTS IN THE EVENT OF UNAVOIDABLE CIRCUMSTANCES**

In the event of unavoidable or unforeseen circumstances, CLAIR reserves the right to change or cancel the arrival date, placement, participation, and contents of the application guidelines here within, at any time before or after notification of acceptance into the programme.

Unavoidable Circumstances are defined as events whose effects could not reasonably be prevented by MIC, MOFA (Including Embassies and Consulate Generals of Japan), MEXT, CLAIR, Prefectural Government, Designated Cities (see Note 6), Contracting Organisations, or Contractors involved in the administration of the Programme including but not limited to acts of God, acts of

government (including local government, hereafter referred to as government.), acts of government authorities (including limitations on travel or immigration enacted by the Japanese government or other foreign countries' government due to the event of infectious disease), compliance with law, regulations or orders, fire, flooding and torrential rain, earthquakes, acts of war (regardless of a declaration of war), revolt, revolution or rebellion, strike, or lockout.

#### NOTES:

##### Note 1. Extracurricular Activities

Extracurricular Activities include “Class or homeroom activities”, “student committee or student council activities”, “club activities” (only in elementary schools), and “school events”.

##### Note 2. Language Instruction

Language instruction of local residents refers to foreign language lessons and foreign culture classes for local resident children and/or adults.

##### Note 3. Tax Exemption

Participants exempt from taxes in Japan based on a tax treaty between Japan and the Participant's home country are not necessarily exempt from tax obligations in their home countries. It is the responsibility of individual Participants to clarify such obligations prior to their departure for Japan. Each Participant is responsible for the payment of any obligatory home country taxes.

##### Note 4. Designated Language

In the case of English-speaking countries (United States, United Kingdom, Australia, New Zealand, Canada, Ireland, South Africa, Singapore, Jamaica, Barbados, Trinidad and Tobago, Philippines, etc.) the designated language is English, for France it is French, for Germany it is German, for China it is Chinese, for Korea it is Korean, and for other non-English speaking countries, it is the principal language spoken in that country, however, there may be cases where English is required as well.