

30TH NOVEMBER 2005.

ATTENTION: TRENT MADER.

Further to our phone conversation re the acute shortage of seasonal labour in rural Australia, I would like to share with you, some of my experience gained from my involvement with Chinese provincial government offices, and the success that has been achieved in immigration programs elsewhere.

Our company has had a close liaison with the Fuxin Foreign Affairs Department [FFA] in Liaoning province, over the past 6 years. In discussions with them I was informed that they have had a program endorsed by a Japanese company for the past 5 years, which I would like to share with you.

1. They were requested to supply rural farm labour, that was physically and willing to work in rural farms with any nominated farming enterprise.
2. The program was totally agricultural and horticultural based.
3. All the potential employees are selected from the remote countryside, understanding that they would be working in a similar environment in Japan.
4. Subject to needs, the program has been averaging 50 persons / year.
5. Each person lives on the nominated farming property, with all food etc. provided.
6. All return air fares are paid for by the Japanese company, and are reimbursed from wages earned.
7. The farming communities or families of the selected workers put up a bond of RMB 10-20,000 / person , [subject to the level of personnel involved] to the Fuxin Foreign Affairs Dept, as a commitment to the Japanese authorities. This is reimbursed on the return of the worker to China.
8. Shortest time stay is 6 months, with a tenure up to 3 years.



9. There has never been any issue with labour not complying with the return conditions as agreed with immigration etc.

10. Fuxin FA has a representative couple who supervise and manage the program in Japan, who are compensated under a labour contract agreement with workers.

11. Health checks and all the necessary formalities are in place before any worker is approved .

12. A copy of the joint agreement can be supplied to substantiate any application to the Australian government and immigration authorities.

13. Fuxin Foreign Affairs representatives are more than willing to visit Australia, and personally discuss any issues of concern with relevant authorities, in the interest of developing a long term relationship between the two countries.

14. All workers are paid at ruling award wages relating to Australian employment, tax is deducted as for normal farm workers, as this program is not seen as a scheme of cheap labour import.

15. Travelling as a group has benefits of discounted travel, as well as grouping individuals to more than one rural enterprise and working in a collective environment.

16. Simarloo as a company endorses the suggested program, as a means of a wider community approach to the depleted rural employment situation, we all are currently experiencing.

The Fuxin FA has a creditable track record with this type of venture, and has been in discussion with regard to coal mining workers for Sth. Africa. Their experience and integrity in international matters, would be a worthwhile attribute for any foreign government to work and develop with.

I am willing to make myself available for any discussion that may expand this issue to developing a working solution for the industry.

Yours faithfully,

NOEL J. SIMS
Managing Director



阜新市人民政府外事办公室
阜新市人民对外友好协会

赵娟 翻译
副秘书长

P.O. BOX 135
LYRUP
S.A. 5343

A.B.N 29 053 346 053

澳大利亚鲜美露公司中国业务代理

地址: 阜新市中华路45号 邮编: 123000
电话: 0086-418-6588096 传真: 0086-418-6588097
手机: 13604984321 电子邮箱: zjchina2002@yahoo.com

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A.B.N 53 588 788 124



阜新市人民政府外事办公室

FOREIGN AFFAIRS OFFICE OF FUXIN MUNICIPAL PEOPLE'S GOVERNMENT

Address: No 45 Zhonghua Road, Fuxin
E-mail: clcm118@mail.fxptt.ln.cn
P.C: 123000

Tel: +86-418-6588096
Fax: +86-418-6588097

AGREEMENT ON WORKERS

The Service Centre For Going Abroad of Fuxin, Liaoning, China (below named the sending party), according to Japanese decrees, signed an agreement on workers to Japan (excluding skill practice) with Saapolo Development Association for International Talents (DAIT) of Japan (below named accepting party) as follows:

1. Purpose
The purpose is to grasp the Japanese industrial technologies and skills after study, then transferred to China so as to promote both Chinese industrial development and understanding and friendship with each other.
2. Period for employment
Shortest time stay is no more than one year, not to be prolong, in principle.
3. Period for duration
After agreement by the sending authority, the workers themselves and their enterprises, Japanese accepting authorities, and accepting authorities of workers, furthermore, assessment by the DAIT, the workers are eligible to be changed to the skill practice within 3 years.
4. Method of study
 - (a) The program for workers' study in Japan should be carried out according to the schedule made by accepting authorities
 - (b) The study schedule composed of study plan, study contents and study prior to implementation sheet
 - (c) The study in Japan is divided into nonpractical business study and practical one, the time assigned by Japanese decrees
5. The accepting authorities and designated units provide relevant necessary guides with 5 years practical experiences for workers' skills and at least 1 guide for the term of their employment.



6. Conditions for workers

- (a) The skills you want is what you are engaged in
- (b) Can be sure to go back the original unit after study
- (c) With the enthusiasm and mission
- (d) Recommended by state or local administrative authority of China
- (e) Graduated from high school or equivalent
- (f) More than 18 years old
- (g) No experience of having ever studied in Japan
- (h) With a good health and no need to have medicare for teeth
- (i) With language level for dealing with the study

7. Selection criteria

- (a) According to the occupations offered by accepting authorities, the sending party selects qualified persons in accord with article 6.
- (b) The accepting party on the base of negotiation with entrusted party decide the selected persons.

8. Remuneration

- (a) During the period of study, according to article 24 of Japanese Labor Law, the study allowance, which is the costs standard required by maintaining Japanese average life level, should be once only paid directly for the worker himself on fixed date by separate enterprises.
- (b) Subject to need, the traffic expenses occurred in Japan should be separately paid according to the real occurrence, not with study allowance.

9. Duties of sending authority (Fuxin)

Accept all articles of this agreement, the sending party takes the responsibilities as follows:

- (a) Provide special administrator and liaison person
- (b) To provide nominees according to article 7
- (c) Make health and teeth check according to article 6 (h)
- (d) To run a class for over one month, 160 hours training involving Japanese culture study
- (e) Prepare relevant instructions to Japanese government
- (f) All other related business matters like coordinating with accepting party, etc.

10. Duties and obligations of accepting party (Japan)

Accept implement the agreement, accepting authority should take responsibilities as follows:

- (a) Assign the administrator or contract person for study
- (b) All formalities applied to Japanese Government for workers' stay
- (c) Ensure to provide lodging and facilities for study
- (d) Reasonable implement for the study plan
- (e) To urge and guide the accepting unit
- (f) All other related business matters like coordinating with sending authorities, etc.

11. Sharing of expenses

The principle for workers' expenses: sending authority bears domestic expenses, accepting authorities bear the ones in Japan. But the accepting party just bears once of the return expenses for worker's last departure area in Japan and the first arrival point in China after they finish studies.

12. Expenses for sending authority (Fuxin)

For better implementation of agreement, the sending authority should bear the costs as follows:

- (a) Expenses occurred in coordinating with accepting party
- (b) Expenses occurred in selection of workers
- (c) Expenses in printing instructions occurred in China
- (d) Expenses occurred in health and teeth check
- (e) Expenses occurred by preparation before study
- (f) Expenses caused by worker's own reason for return and occurred by breach of the agreement
- (g) The travel expenses etc. involved for return tickets when the worker temporarily returns home
- (h) Expenses for visiting Japan for negotiations of study
- (i) Expenses occurred in sending party for the promotion of this program

13. Accepting authority's expenses (Japan)

For better implementation of the program, accepting authority should bear the follows:

- (a) Expenses occurred in coordinating with sending party
- (b) Expenses occurred in selection of accepting unit
- (c) Expenses occurred in Japan for instruction conference or preparatory work related
- (d) All expenses concerned article 8
- (e) All expenses regulated in article 11
- (f) Expenses for attending the organization of <<Comprehensive Insurance for Alien People>>
- (g) Expenses for implementation of the study schedule
- (h) The travel expenses occurred for visiting sending party because of study discussion
- (i) All expenses occurred in accepting party for promotion of the program

14. Workers' obligations

- (a) The workers should abide by the study plan under the guide with positive attitude
- (b) Fully put the skills learned in Japan into the use of his original position and do his best for his country
- (c) Should study by himself, not be accompanied by his spouse by the name of cohabitation
- (d) During the period of study, not be allowed to come back temporarily in principle
- (e) In the period of study, not be allowed to behave actions concerned other incomes, rewards, politics, labours movement or missionary
- (f) Only the places regulated in article 3 can be allowed to stay. After finishing study, should leave for going back to China at once

15. Stop of the program

- (a) Based on the clear fact of breach of (a) article 6, accepting authority has rights to stop workers' study and ask them to be back, in this case, not restrained by article 11, the travel expenses to Japan involving returning travel expenses should be born by the sending party
- (b) After the breach of this agreement is clarified or the workers' reasons, impossibility or not suitable for further study, the accepting authority may stop the study and ask them to be back

16. Handle of accidents or criminal offences

In period of study if any accident or criminal offence happened from workers, the accepting party will notify the fact to sending party timely, and carefully and skilfully handle the matters on the base of both negotiation by Japanese decrees

17. Accept these items, other necessary contents related with study program are separately regulated in additional memorandum

18. Explanations for agreement

If any objection occurred when explain the agreement or nonregulation involved in this agreement, both sides will negotiate on the base of program purpose

19. Handle of disputes

When the disputes related the study happened, both sides should try to negotiate to solve the problem on the purpose of program, with respect to Japanese decrees and no hurt of friendship, if had no alternative but to be judged by Japanese law court (effective period of the agreement)

20. It comes into force on the signature date, but if Japanese legal authority put forward any condition contravene this agreement or there is any item nonregulated in here, accepting party should notify the contents to sending party at once in writing.

21. End of the agreement

When hope to end the agreement, should be notified by written form, in this case, along with the end of study, the agreement will be invalid. Both sides reach agreement on above articles, and formal document signed by both sides

Sending

Accepting