

## Rules on the Protection of Personal/Confidential Information

The following stipulates rules on protection of personal/confidential information. In the following 'A' means the Consulate-General of Japan in Melbourne and 'B' means any accredited agency for Japanese visa applications, respectively.

1. (Purpose)  
The purpose of the following is to clarify working environments, the handling of personal/confidential information, and other aspects of B in performing the work in order to ensure the management of personal/confidential information pertaining to the work as an accredited agency for Japanese visa applications.
2. (Duty of Confidentiality for personal/confidential information)  
B shall not disclose personal/confidential information obtained in its work (hereinafter referred to as "personal/confidential information"), during the accredited period and after the termination of it, and shall not use personal/confidential information for purposes other than the original intent.
3. (Director in charge of the management of personal/confidential information)  
B shall designate a Director in charge of the management of the personal/confidential information in order to ensure the protection of the personal/confidential information.
4. (Management of the Personal/Confidential Information)
  - a. Under the supervision of the relevant person designated by the Director defined in Section 3, B shall ensure the management of personal/confidential information in an appropriate manner, such as setting a password for computers and electronic media which records personal/confidential information, taking a precaution against unauthorised access and, storing external media in a lockable metallic cabinet, in accordance with B's internal rules, in order to prevent the leakage, loss or damage of personal/confidential information (hereinafter referred to as "leakage").
  - b. In the case that B's employees intentionally or negligently leak personal/confidential information, B shall take responsibility for the leakage.
5. (Restriction on Reproduction of personal/confidential information)  
In case of necessity, B shall make the minimum number of copies of personal/confidential information.
6. (Prohibition of Re-entrustment)  
B may not entrust the entrusted services to another organisation or person.
7. (Restriction on Transmission of Personal/Confidential Information)  
Except when authorised by A, B shall not transmit personal/confidential information by mail, fax, e-mail, or other means which could risk the leakage of personal/confidential information.

8. (Removal and Return of personal/confidential information after the Termination of the Accreditation)  
When the accreditation is terminated, B shall promptly delete all personal/confidential Information.
9. (Inspection)  
A shall undertake inspection of B on the management of personal/confidential information as instructed by A.
10. (Measures against Incidents)  
In case of or at risk for the leakage of personal/confidential Information, B shall promptly investigate sequence, details, damage, and other aspects of the incident and report to A.
11. (Education)  
The Director shall provide the necessary education to relevant persons engaged in handling personal/confidential information in order to ensure the dissemination of these provisions.
12. (Measures against Breaches)
  - a. If B breaches any preceding section above, B shall bear liability for compensation to A and the applicant.
  - b. B accepts that A can suspend or cancel the accreditation in case where A deems B has breached any preceding section above.

## Rules on Disciplinary Measures in Case of Non-Compliance

1. Temporary suspension of transaction (for a period of 6 months)

An agency shall be suspended from transaction, if;

- a. It is found to be negligent in the handling of documents for visa applications such as losing or damaging the documents for visa applications; or
- b. It is found to be negligent in protecting the personal information of the applicant short of leaking the information; or
- c. It does not follow the relevant instructions of the Consulate-General of Japan in Melbourne; or
- d. It does not fulfil the obligations as a representative agency.

2. Cancellation of Accreditation (Re-application may be made after a passage of one (1) year)

The accreditation of an agency shall be cancelled, if;

- a. It is found to be negligent in handling documents for visa applications such as losing a passport, or losing all the documents for a visa application; or
- b. It is found to be negligent in protecting the personal information of the applicant such as unintentional leakage of information; or
- c. It is found to be improper in the transaction of fees such as requiring more payment than the published fee, even when the applicant so consents; or
- d. It is found to be in additional violation of Provision 1 above, while it is suspended from transaction under Provision 1; or
- e. The Consulate-General of Japan in Melbourne decides that there is a need to cancel the accreditation due to misconduct of an agency.

3. Permanent Cancellation of Accreditation

The accreditation of an agency shall be irrevocably cancelled, if:

- a. The management or staff of the agency take part in falsifying applications; or
- b. The management or staff of the agency intentionally abandon the documents for visa applications (including passports); or
- c. The management or staff of the agency intentionally leak personal information of an applicant; or
- d. It accepts the documents for visa applications through profit-making middlemen and subsequently files them to the Consulate-General of Japan in Melbourne; or
- e. It accepts a visa application and forwards the application documents to another agency for filing; or
- f. It is found to be improper in the transaction of fees such as collecting an additional fee from the applicant without prior explanation for such additional fee; or
- g. The Consulate-General of Japan in Melbourne decides that there is a need to cancel irrevocably the accreditation due to unlawful conduct of the agency.

## Written Pledge

1. On behalf of our agency, I hereby declare that the content in our application is genuine. I accept that in case where the Consulate-General of Japan in Melbourne deems that the information contained in the application is false, the Consulate-General of Japan in Melbourne can suspend or cancel accreditation of our agency.
2. If our agency is selected as an accredited agency for Japanese visa applications by the Consulate-General of Japan in Melbourne, we shall:
  - a. Submit information if there is any change with regard to the content of the documents submitted to the Consulate-General of Japan in Melbourne.
  - b. Abide by the “Rules on Protection of Personal/Confidential Information” set by the Consulate-General of Japan in Melbourne; (I have read the “Rules on Protection of Personal/Confidential Information” as posted on the Consulate website.)
  - c. Post the amount of the handling fees in the agency, if such fees are collected from visa applicants;
  - d. Permit inspection by the Consulate-General of Japan in Melbourne as required;
  - e. Abide by the rules and instructions set by the Consulate-General of Japan in Melbourne with regard to the handling of Japanese visa applications; and
  - f. Accept the “Rules on Disciplinary Measures in Case of Non-Compliance”, set by the Consulate-General of Japan in Melbourne, to be applied on our agency in case of violation of law or rules or other inappropriate deed on our part, whether intentionally or negligently, as the Consulate-General of Japan in Melbourne deems necessary. (I have read the “Rules on Disciplinary Measures in Case of Non-Compliance” as posted on the Consulate-General of Japan in Melbourne website.)

Chief Representative (please sign over printed name and title):

Agency:

Date: