

(Provisional Translation)

**Case-handling procedures of  
the Japanese National Contact Point (NCP)  
under the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct**

25 November 2011  
Revised on 30 September 2016  
Revised on 14 February 2020  
Revised on 8 July 2022  
Revised on 16 February 2024  
Revised on 21 February 2025  
The Japanese NCP

**I. OECD Guidelines for Multinational Enterprises on Responsible Business Conduct**

**A. OECD Guidelines for Multinational Enterprises on Responsible Business Conduct**

The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (hereinafter referred to as “the Guidelines”) are recommendations jointly addressed by governments to multinational enterprises. They provide voluntary principles and standards for responsible business conduct consistent with applicable laws and internationally recognised standards. Observance of the Guidelines by enterprises is voluntary and not legally enforceable. Matters covered by the Guidelines may be the subject of domestic law or international commitments.

**B. Japanese National Contact Point (Japanese NCP)**

**1. Institutional Arrangements**

The Japanese NCP is composed of the Ministry of Foreign Affairs (OECD Division, Economic Affairs Bureau), Ministry of Health, Labour, and Welfare (International Affairs Division, Minister’s Secretariat) and Ministry of Economy, Trade and Industry (Investment Facilitation Division, Economic and Industrial Policy Bureau ).

In order to furthering the effectiveness of the Guidelines and bearing in mind the importance of maintaining stakeholder confidence, the Japanese NCP Committee has been established as the advisory body of the Japanese NCP. The Japanese NCP Committee is comprised of the Japanese NCP, Keidanren (Japan Business Federation, which is Japanese Committee of the Business and Industry Advisory Committee (BIAC) to the OECD), and Rengo (Japanese Trade Union Confederation, which is a member of the Trade Union Advisory Committee (TUAC) to the OECD). Keidanren and Rengo are required to maintain confidentiality on issues of specific instances the Japanese NCP Committee deals with. In addition, the Japanese NCP may seek the support of other stakeholders as well as other relevant government agencies where relevant.

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## 2. Responsibilities

The responsibilities of the Japanese NCP are as follows:

- a) Promote awareness and uptake of the Guidelines, including by responding to enquiries.
- b) Contribute to the resolution of issues that arise in relation to the implementation of the Guidelines in specific instances.

## II. Handling of Specific Instances

### A. Basic Principles

In accordance with the Guidelines, along with “Implementation Procedures of the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct” (hereinafter referred to as “Implementation Procedures”), the Japanese NCP will operate in a manner that is visible, accessible, transparent, accountable, impartial and equitable, predictable, and compatible with the Guidelines. It will offer a forum for discussion and its expertise on the Guidelines to support the resolution of specific instances with the implementation of efficient and timely measures by the parties involved, in compliance with applicable laws and the Guidelines.

The specific instance process is voluntary. Good faith engagement of all parties involved in the proceedings is expected. Good faith engagement in this context means responding in a timely fashion, maintaining confidentiality where appropriate, refraining from misrepresenting the issues and the process, notably in public communications, and from threatening or taking reprisals against parties involved in the procedures or against the NCP, and genuinely engaging in the proceedings with a view to finding a solution to the issues raised, including giving serious consideration to any offer of good offices made by the NCP (paragraph 26 of “Commentaries on the Implementation Procedures of the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct” (hereinafter referred to as “Commentaries”)).

### B. Specific Instance Process

#### 1. Submission of a Complaint

All complaints are to be submitted in writing. The following information should be clearly provided in Japanese or English.

##### (a) Information on complainant

- Name of the complainant and/or name of the representative of the complainant’s organisation
- Contact address
- Telephone
- Email address

##### (b) Information on the multinational enterprise involved

- Name of the enterprise

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- Location of the enterprise (country and address)
- Contact information (Contact person, telephone and, email address) (as much as known)

(c) Contents of complaint

- Contents of issues raised which describe the enterprise's non-observance of the Guidelines
- Descriptions with reference to the paragraphs of the Guidelines which have been breached
- Background of the issues raised (such as past and present circumstances of the issues and reason(s) why the complainant decided to submit a complaint to the Japanese NCP)
- Outcomes the complainant wishes to achieve through the NCP process (requests to the enterprise involved)

(d) Attachments of relevant documents supporting the complaints, where necessary. (If the original documents are written in languages other than Japanese and English, their outline in Japanese or English should be attached.)

- Text of relevant laws and regulations of the country where the issues occurred
- If the specific instance is also dealt with by other domestic or international proceedings (hereinafter referred to as "parallel proceedings"), documents on the organisation conducting the parallel proceedings and the country concerned, the contents, the progress of the situation and future prospects of the parallel proceedings.

2. Coordination with Other NCPs (indicative time frame: two months)

Where other NCPs are concerned due to the characteristics of the specific instance, the Japanese NCP coordinates with them at the outset of the process to choose the lead and supporting NCPs. The Japanese NCP shares the information received from the parties with the other NCPs for the purpose of coordination. Generally, the NCP of the country in which the issues have arisen would be the lead NCP. However, in certain situations other criteria may be applied, for instance, when needed in order to contribute to the resolution of the issues raised, or when issues have arisen in a non-adherent country. The parties are kept informed with regard to coordination arrangements and consulted on decision to transfer the case to a different lead NCP than the Japanese NCP if relevant. (cf. "Commentaries" paragraph 29-32)

3. Conducting an Initial Assessment (indicative time frame: three months)

(a) Issuances of receipt letter

When the Japanese NCP receives a complaint document, after checking whether all the information mentioned in B.1. is fully provided, the Japanese NCP sends a receipt letter to the complainant. In parallel, the Japanese NCP sends a copy of the receipt letter and the documents presented by the complainant to the enterprise involved and the other relevant NCPs if any, to share the information received, and invite the enterprise to make a response. The Guidelines and the Case-handling

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procedures of the Japanese NCP (Japanese and/or English version), will be sent to both parties from the Japanese NCP.

(b) Making an initial assessment

(i) After consulting the parties on the issues raised and, where relevant, being designated as a lead NCP as a result of the coordinating with the other NCPs concerned, the Japanese NCP makes an initial assessment regarding whether the issue raised “warrants further examination”, taking into account following criteria described in paragraph 33 of the “Commentaries”.

- the identity of the party concerned and its interest in the matter;
- whether the issue is material, i.e., relevant to the implementation of the Guidelines; and substantiated, i.e., supported by sufficient and credible information;
- whether the enterprise is covered by the Guidelines;
- whether there seems to be a link between the enterprise’s activities and the issue raised in the specific instance;
- the extent to which applicable law and/or parallel proceedings limit the NCP’s ability to contribute to the resolution of the issue and/or the implementation of the Guidelines, in light of paragraph 35 below;
- whether the examination of the issue would contribute to the purposes and effectiveness of the Guidelines.

(ii) If the parallel proceedings have been conducted, are under way or are available to the parties involved, the Japanese NCP evaluates whether offering of good offices could make a positive contribution to the resolution of the issues raised and/or the implementation of the Guidelines going forward and would not create serious prejudice for either of the parties involved in these other proceedings or cause a contempt of court situation considering paragraph 35 of the “Commentaries”. Even in a case where the issue is already in a process of examination under the laws and regulations and/or systems of relevant countries, the specific instance may still be considered as deserving further examination, if it is deemed that there is space for the Japanese NCP to work within.

(iii) If the complaint is considered problematic in the context of Japanese laws and regulations, Japanese NCP may notify in written form the complainant and the enterprises involved on the necessity to follow domestically prescribed procedures (including judicial proceedings).

(iv) After informing the parties on the result of the initial assessment, the Japanese NCP responds to the questions of the parties involved if any. If the NCP decides that the issue does not warrant further examination, based on the criteria in 3(b)(i) above, it will inform the parties of the reasons for its decision. A decision that an issue warrants further examination does not mean that the issues raised have been given final consideration and does not imply any finding as to whether or not the

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enterprise concerned has acted in accordance with the Guidelines (“Commentaries” paragraph 34).

4. Provision of Assistance to the Parties Involved (indicative time frame: six months)

When the Japanese NCP decides that the issue raised warrant further examination, based on the criteria in 3(b)(i) above, it provides assistance to the parties involved based on I.C.3 of the Procedures and paragraphs 36 to 38 of the “Commentaries”. When the parties involved accept the mediation offered by the Japanese NCP, it is carried out according to the "Rules for Mediation", attached to this procedures. In order to ensure the accessibility to NCP process, the option of online meeting facilities is also provided.

5. Conclusion of the Proceedings (indicative time frame: three months)

(a) In a case where the Japanese NCP decides that the issue raised in the specific instance does not warrant further examination, based on C.4 a) of the Procedures and paragraph 40 of the “Commentaries”, the Japanese NCP issues publicly a statement which describes, as a general rule, the parties involved, issues raised, the parties’ respective positions and the reasons for the NCP’s decision, after consultations with the parties involved and take into account the need to preserve the confidentiality of sensitive business and other information. If the Japanese NCP considers that it would be unfair to publicly identify a party in a statement, it may draft the statement so as to protect the identity of the party.

(b) In a case where the parties involved have reached an agreement, the Japanese NCP issues a statement with the results of the proceedings, after the parties involved agree on to what extent the agreement is to be made publicly available. The Japanese NCP may make recommendations on the implementation of the Guidelines if relevant (“Commentaries” paragraph 42).

(c) In a case where no agreement is reached, if one or both of the parties withdraws from the procedure, or if the Japanese NCP finds that one or more of the parties is unwilling to engage or to participate in good faith in the NCP procedures, the Japanese NCP issues a statement which describes, as a general rule, the parties involved, the issues involved, the date on which the issue was raised with the NCP and the steps taken by the NCP, as well as any recommendations and any observations on the reasons why the proceedings did not produce an agreement that the NCP may make, where appropriate (“Commentaries” paragraph 43).

(d) An opportunity is provided to the parties involved for them to express opinions on the draft statement. However, the statement is that of the NCP and it is within the Japanese NCP’s discretion to decide whether to change the draft statement in response to comments from the parties involved (“Commentaries” paragraph 45).

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(e) The Japanese NCP closes the NCP procedure by making the final statement publicly available as the outcome of the procedure.

The final statement will be published on the OECD website and Japanese NCP website in Japanese and English.

### **C. Transparency and Confidentiality**

In order to build confidence in the specific instance process and to promote the Guidelines' effective implementation, it is important to strike a balance between transparency and confidentiality ("Commentaries" paragraph 47).

1. With respect to sharing information between parties, in the interest of an equitable process, the Japanese NCP shares, in principle, all relevant documents, facts and arguments brought forward to the NCP by the parties involved (the complainant or the enterprises involved) during proceedings to the other parties ("Commentaries" paragraph 48) and the other NCPs if relevant.

2. If a party does not wish to share a part of the information with the other parties involved (such as sensitive business information or identity of individuals involved in the proceedings), such party should specify the corresponding part with the reasons. It is preferable that the party sends the edited version of the related documents striking out the part that it wishes not to disclose in addition to the original version.

3. With respect to communication with the public or third parties about the specific instance, the parties may communicate publicly on the existence of the specific instance, except where otherwise agreed between the parties and the NCP. The parties may also communicate publicly about the stage of the process as described in Section I.C.1.-5 of the Procedures and publish their own initial submission. Other information will be confidential unless otherwise agreed by the parties. In particular, the parties should be aware that they may not disclose at any time facts and arguments shared during the proceedings by the other party or by the NCP that is not already in the public domain without the consent of the other party or the NCP respectively ("Commentaries" paragraph 49).

The Japanese NCP requests all parties concerned to properly manage information regarding the specific instance from the time the issue is submitted to the NCP, to be aware of maintain the confidentiality of information obtained through the NCP process, and to act in good faith to ensure the smooth implementation of the process.

### **D. Advice from experts**

1. In handling a specific instance, the Japanese NCP may, after informing the parties involved, ask advice from experts having knowledge in the relevant fields. The expert can be involved at any time of the specific instance process, including mediation. The selection of the expert will be made by the

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Japanese NCP within its discretion considering the impartiality and equitability.

2. Under the II.C.3, the expert referred to in II. E.1. should, based on a pledge of non-disclosure to be submitted separately, ensure confidentiality and information security so that information obtained in the course of handling specific instances, regardless of whether it is during the period of assignment or after its completion, is not divulged or used for any other purpose.

### **III. Enforcement of this Document**

This Case-handling procedures is to be enforced from 21 February 2025.

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## Rules for Mediation

### Chapter 1 General Provisions

(Purpose)

1. The purpose of this document is to set out the rules for mediation offered by the Japanese NCP for the parties involved (the complainant and the enterprise involved) according to II.B.4. of the Case-handling procedures of the Japanese National Contact Point (NCP) under the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (revised in 2023) (hereinafter referred to as "Case-handling procedures").

(Securing of Impartiality and Equitability)

2. In line with I. of the Procedures of the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (hereinafter referred to as "Procedures") and I.10.e of the Commentaries on the Implementation Procedures (hereinafter referred to as "Commentaries"), the Japanese NCP conducts mediation in an impartial, fair and equitable manner.

(Secretariat)

3. The Secretariat for conducting mediation is undertaken by the Ministry of Foreign Affairs (OECD Division, Economic Affairs Bureau), Ministry of Health, Labour, and Welfare (International Affairs Division, Minister's Secretariat) and Ministry of Economy, Trade and Industry (Investment Facilitation Division, Economic and Industrial Policy Bureau), which constitute the Japanese NCP.

(Mediator)

4. In principle, mediation is conducted by the members of the Japanese NCP. The experts assigned by the Japanese NCP referred in II.D. of the Case-handling procedures may assist the Japanese NCP.

(Language)

5.(a) The Japanese NCP conducts mediation either in Japanese or in English. When conducting the mediation in Japanese, the Japanese NCP makes necessary arrangements for translation into English and bear its cost.

(b) A party involved who needs an interpreter in any language other than English or Japanese should make necessary arrangements and bear its cost.

(c) Documents and materials submitted for mediation should be in principle written in Japanese or in English. Documents or materials written in any language other than Japanese or English submitted by a party for mediation should be accompanied with their Japanese or English provisional translations.

(Remote meeting facilities)

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6. When agreed between the parties involved and the NCP, the latter provides the remote meeting facilities for mediation.

## **Chapter 2 Procedures for Mediation**

(Commencement of Mediation)

7.(a) When having decided that the issue raised “warrants further examination” in the initial assessment, the Japanese NCP offers a mediation to the parties involved explaining the purpose, scope and limitation of mediation and its procedures within 15 operating days and ask whether they will participate in mediation process. The parties are also informed of the voluntary nature of the process.

(b) Within three weeks from the day when they were offered a mediation as mentioned in the preceding paragraph, each of the parties involved should reply to the Japanese NCP in writing whether they will agree to participate in mediation.

(c) When either of the parties involved refuses to participate in mediation, or one or both of the parties withdraws from the procedures, or if the NCP finds that one or more of the parties is unwilling to engage or to participate in good faith, the Japanese NCP issues a final statement together with reasons for refusal, withdrawal, or any other circumstances to the extent possible. Good faith engagement in this context should refer to paragraph 26 of the “Commentaries”.

(d) Having confirmed that both parties involved have the intention to participate through the procedures mentioned above in paragraph 6(b), the Japanese NCP decides the date and modalities of the mediation and notify the parties of them.

(Pre-Mediation meetings)

8.(a) Where the Japanese NCP recognises the need to conduct a separate meeting with one or both of the parties involved or one or both of the parties requests a separate meeting before mediation, the NCP may organise it. In order to make sure the transparency of the process, the other party is informed in advance of the fact that such meeting is organised.

(b) After the meeting with one of the parties involved, the Japanese NCP provides the latter party a summary of the meeting.

(Mediation)

9.(a) Having obtained the formal consent of both parties involved on the purpose, scope and limitation of the mediation, the Japanese NCP organises meeting(s) for mediation. The Japanese NCP is responsible for charing, facilitating meetings and draft meeting summaries if necessary. The Japanese NCP may be assisted by an expert referred in II D of the Case-handling procedures.

(b) During mediation, the Japanese NCP may ask one of the party to leave the room temporarily and hear claims and opinions of the other.

(c) The Japanese NCP may ask the parties involved to present their claims in writing and provide supporting materials.

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(Minutes)

10. In principle, no minutes of mediation is produced. Instead, the Japanese NCP makes a summary of outcome of the mediation and ask both parties involved to confirm it.

(Confidentiality)

11.(a) Unless agreed by both parties otherwise, mediation process should, in principle, be closed to the public.

(b) According to the II. C. of the Case-handling procedures, the parties involved, as well as any stakeholders and experts pledge on the "Pledge of Confidentiality", Form 1 attached to these Rules, that not only while the mediation is underway but also after its conclusion, any information obtained through the mediation be administered in an appropriate manner, kept confidential, and used only for the purpose of mediation. Confidentiality should not be maintained when disclosure of information is agreed by both parties involved or the refusal of disclosure may be a violation of domestic law of Japan.

(c) Summary of outcome of the mediation or other documents submitted during the process of the mediation by the other party should not be released to the public unless otherwise agreed by both parties involved.

(d) When the Japanese NCP notes an act of breach in the preceding 11(b) or (c) above, the Japanese NCP may terminate NCP process for the specific instance in question.

(Period)

12. In principle, the duration of mediation process by the Japanese NCP should be within six months. In case mediation period extends beyond the six months at the request of one of the party, it should share the reason with the other party and the NCP.

(Participation of Stakeholders and advisors)

13. When deemed necessary and with prior consent of both parties involved, the Japanese NCP may select and invite appropriate stakeholders and/or advisors to participate in mediation and ask their advice.

(Agent)

14. Each of the parties involved may appoint an agent for mediation by submitting the "Notice of Appointment of Agent", Form 2 attached to these Rules, to the Japanese NCP.

(Agreement)

15.(a) When an agreement is reached between the parties involved or through mediation offered by NCP, a written agreement should be produced, to which their representatives sign. In the final statement,

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the Japanese NCP should describe the outline of the agreement to the extent that both parties involved agree.

(b) When the parties involved fail to reach an agreement, the Japanese NCP should describe reasons for the failure to the extent possible in the final statement.

(Termination of Mediation with a Request from a Party Involved)

16. When the Japanese NCP receives a "Request for Termination of Procedures", Form 3, from either of the parties involved, mediation will be terminated.

(Termination of Mediation by the Japanese NCP)

17. (a) In addition to the provisions under paragraph 11(d), the Japanese NCP may terminate mediation in the following cases and should, according to II.B.5 of the Case -handling procedures and paragraph 42 and 43 of the "Commentaries", promptly notify the parties involved of that effect and issue the final statement.

- (i) Where both of the parties involved agree to terminate mediation;
- (ii) Where either of the party involved fails to follow the present rules;
- (iii) Where the parties involved have reached an agreement in terms of the specific instance independent of mediation conducted by the Japanese NCP; or
- (iv) In other cases where mediation is found to be difficult to continue, such as where parties involved fail to, or are unlikely to, reach an agreement.

(b) When mediation is terminated under the preceding paragraph, the date of notification should be that of termination.

(Parallel Proceedings)

18.(a) The parties involved are free to communicate voluntarily between them while mediation is underway.

(b) Each of the parties involved may choose to continue or bring a lawsuit or take other forms of dispute resolution while mediation is underway.

(c) When a dispute is resolved through proceedings under 18(b) above, the parties involved should file a request for termination of mediation to the Japanese NCP without delay.

(End of the document)

## Pledge of Confidentiality

/ /  
(DD / MM / YYYY)

To: The Japanese NCP

Name of the organization (Blank for individuals):

Address:

Name & Title:

(Name of the organization, or "I" for individuals) pledge to abide by all the rules stated below to preserve confidentiality for mediation conducted with the assistance of the Japanese NCP.

We/I pledge to:

- 1 Use none of the confidential information we/I obtained during the course of the mediation for any purpose other than the mediation;
- 2 Disclose or leak none of the confidential information to any third party not only while the mediation is underway but also after its conclusion pursuant to Japanese NCP Case-handling procedures 11(a), (b) and (c); Handle any copy and reproduction of the confidential information as such;
- 3 Manage confidential information with necessary security measures to prevent the unauthorized access and unauthorized removal of the information;
- 4 The confidential information should be shared only to the officers and executives who need to know for the purpose of mediation;
- 5 Take action mentioned below for any confidential information when requested by the information provider or

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when the mediation is terminated, provided that when any confidential information is destroyed, we/I will notify the Japanese NCP of that effect:

- (a) Delete electronically stored data in a manner whereby they cannot be restored; and
  - (b) Destroy or return documents and storage media containing any confidential information in such a manner as instructed by the information provider;
- 6 Make no complaint about the termination of the mediation when we/I break this pledge or the information provider and the Japanese NCP reasonably conclude that we/I are/am likely to break this pledge; and
- 7 (If relevant,) Agree that any violation of confidentiality obligations by an agent stated in the Case-handling procedures<sup>14</sup> will be considered as that by the party who appointed the agent.

## Notice of Appointment of Agent

/ /  
(DD / MM / YYYY)

To: The Japanese NCP

(Complainant)  
(Enterprise involved)

Name of the organization (Blank for individuals):

Address:

Name & Title:

We/I appoint the person below as our/my agent for mediation conducted by the Japanese NCP.

(Agent) Address:

Name:

## Request for Termination of Procedures

/ /  
(DD / MM / YYYY)

To: The Japanese NCP

(Complainant)

Name of the organization (Blank for individuals):

Address:

Name & Title:

(Enterprise involved)

Name of Organization:

Address:

Name & Title:

For the mediation which the Japanese NCP is now conducting, [\*Choose one of the following statements] (we/I have decided to bring a lawsuit or take other dispute resolution proceedings/an agreement has been reached between the parties involved through a lawsuit or other proceedings outside of the mediation) based on 18(c) of the Rules for Mediation (the “Rules”), attached to the Case-handling procedures of the Japanese National Contact Point (NCP) under the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (2023 version). Here, in accordance with paragraph 16 of the Rules, we/I request that the mediation be terminated.