

Regulations Pertaining to Management of National University Corporation the University of Osaka Dormitories

Note: The document below is an English translation of the University Work Regulations, originally composed in Japanese. The English version of the Work Regulations has been provided merely as a reference for international researchers and employees. Therefore, it should not be considered an official employment contract. Please note that any and all official employment contracts are concluded solely on the basis of the Japanese version of the Work Regulations.

(Purpose)

Article 1: The purpose of these regulations shall be to ensure the smooth implementation of the work and business of National University Corporation the University of Osaka (hereinafter referred to as "The University") by defining and regulating basic issues pertaining to the management and maintenance of dormitory facilities rented to the trustees and employees of The University (hereinafter referred to as "employees").

(Establishment, Maintenance and Management)

Article 2: Establishment of dormitories shall be implemented by the president of The University.

2. The maintenance and management shall be implemented by the supervisor in charge of dormitories management of Administration Bureau (hereinafter referred to as "Supervisor").

(Establishment)

Article 3: Establishment of dormitories shall comprise construction, purchase, exchange, donations and rental.

(Dormitory Names)

Article 4: See the appendix for dormitory names.

(Eligibility for Residence)

Article 5: Employees to whom any of the following can be eligible for residence in dormitories. (Excluding Onohara International dormitory.)

(1) Employees who shall be possible to be transferred.

(2) Employees who have already resided in a dormitory maintained and managed by The University prior to the age of retirement and were re-employed with the specific approval of The University after the age of retirement, wishing to continue residing in the same dormitory.

2. Visiting Academic Staffs, Scholars and Lecturers among the Staffs working for the University can be eligible for residence in Onohara International dormitory.

3. Notwithstanding the provisions of the preceding Paragraph 2, the dormitory can be rented to employees to whom specially approved from the Supervisor.

(Selection of Tenants)

Article 6: To ensure the smooth implementation of the work and business of The University, selection of tenants shall be carried out in a fair and impartial manner.

(Rent)

Article 7: Rent for dormitory, parking space for automobile, bicycle, motorized bicycle or motorcycle, trunk room and fixtures (hereinafter referred to as "dormitory, etc.") shall be determined separately.

2. When a tenant moves into or out of a dormitory, the rent for the dormitory and parking space of the month shall be calculated on a daily basis.

3. Tenants (the employees who have been rented a dormitory, and the persons living together to whom the provisions of Paragraph 1 Article 10 apply (Hereinafter referred to as "persons living together" shall apply.)) shall pay the rent for said dormitory, etc. to The University every month, and the payment shall be done before the end of the month. However, tenants to whom any of the regulations in following items apply shall pay the rent before the end of the said month following the month.

(1) Work Regulations for National University Corporation the University of Osaka Part-time Staff (Temporary Part-time Staff)

(2) Work Regulations for National University Corporation the University of Osaka Part-time Staff (Temporary Full-time Education and Research Staff)

(3) Work Regulations for National University Corporation the University of Osaka Part-time Staff (Temporary

Part-time Education and Research Staff)

4. In cases where Item 1, 2 or 3, Paragraph 1, Article 10 apply to the employees who have been rented a dormitory, the employees or the persons living together shall pay the rent monthly to The University before the end of the said month, commencing from the day said conditions become applicable until the day when the employees and the persons living together vacate the dormitory in accordance with the provision defined in the same paragraph or Paragraph 2 or 3 of the same Article. However, tenants to whom any of the regulations prescribed in each Item of the proviso of the preceding paragraph apply shall pay the rent before the end of the said month following the month.
5. All persons living together as defined in the provision of the preceding paragraph shall share joint liability for payment of the rent concerned.

(Move-In Fee)

Article 7-2: Move-In Fee shall be determined separately.

(Responsibilities Pertaining to Usage of Dormitories)

Article 8: Tenants shall comply with respect to usage of the dormitory with the instructions of the superintendent.

2. Tenants shall not sublease the dormitory in part or in whole to third parties, make use of the dormitory for purposes other than residence, or reconstruct, remodel or otherwise effect alterations to the dormitory without the permission of the Supervisor.
3. In cases where the tenant is responsible for destruction, damage or soiling of the dormitory, tenants shall restore or pay compensation for damage without delay. The preceding shall not, however, apply in cases where said damage, etc. is caused by fire not attributable to the deliberate act or gross negligence.
4. Paragraph 5, Article 7 shall apply in cases where persons responsible for payment of rent (roommates only) commit an act in violation of Paragraph 1 or 2, and in respect of liability for restoration or compensation for damages prescribed in the preceding paragraph.

(Expenses for Repairs)

Article 9: The University shall bear expenses for repairs in cases where the damage to the dormitory is attributable to a disaster, the passage of time or other causes for which tenants are not liable. However, the preceding shall not apply in cases where such damage is deemed to be minor.

(Removal)

Article 10: In cases where any of the following items apply to the employees who have been rented a dormitory (or persons living together where Item 2 applies) shall vacate the dormitory within 20 days calculated from the day on which the corresponding item becomes applicable. In cases, however, of just reason, with the permission from the Supervisor, said tenant may continue to use the dormitory for a period specified by The University within 6 months calculated from the day on which the corresponding item becomes applicable.

- (1) When said tenant is no longer an employee
- (2) Upon the decease of said tenant
- (3) In cases where said tenant becomes ineligible for residence in the dormitory due to a change in circumstances such as relocation or change of workplace, or where said tenant no longer requires tenancy in the dormitory.
- (4) In cases where a tenant is asked to move out due to the existence of persons with prior claim on tenancy of the dormitory due to the requirements of the business operation of The University.
- (5) In cases where a tenant is asked to move out when The University deems it necessary to abolish the dormitory in which said tenant is resident.

2. In cases where a tenant falls behind the payment for the rent and the payment is not made within 3 months of the request, the tenant shall vacate the dormitory immediately. However, this shall not apply for cases under reasonable circumstances with permission from the Supervisor.
3. In cases where the conduct of the tenant is deemed to be in violation of Article 8 and where said tenant fails to comply with requests to remedy said conduct so as not to interfere with the smooth management and administration of the dormitory within the period prescribed for said compliance, the tenant concerned shall vacate the dormitory immediately.
4. In cases where a tenant in violation of the regulations of the preceding 3 paragraph, fails to move out of the dormitory, said tenant shall be subject to payment of compensation for damages calculated from the day

following the due date for removal according to these regulations until the actual date of removal. In such cases, the amount of compensation for damages shall be equivalent to 3 times the dormitory rent as calculated in accordance with Article 7 (1.1 times the dormitory rent only for a period of 3 years from the day of vacation of the dormitory in cases where reduction of the amount is justified due to the tenant concerned resigning for the purposes of employment by a national, financial, public or other corporation in accordance with special laws).

5. Paragraph 5, Article 7 shall apply to the responsibility for payment of compensation for damages by tenants (persons living together only) in accordance with the provisions of the preceding paragraph.
6. Tenant shall vacate the dormitory in accordance with the provisions of Paragraph 1, in cases where wishing continued tenancy in said dormitory as defined in the proviso in the same paragraph, the employee shall submit a Request of Suspension of Removal including the reasons for said suspension and other relevant documents to the Supervisor for approval by the deadline defined in the same paragraph.
7. Upon receipt of the request detailed in the preceding paragraph, the Supervisor may, if the reasons cited are deemed to be reasonable, specify the due date for vacation of the dormitory within the period defined in the proviso of Paragraph 1.
8. The Supervisor must demand the payment of compensation for damages in accordance with Paragraph 4 to tenants failing to vacate the dormitory before the due date defined in any of paragraphs 1 to 3.

(Leasing Period)

Article 10-2: Leasing period of dormitory shall be applied from the date of leasing starts until the reason to vacate a dormitory defined in the preceding Article arise.

2. Notwithstanding the provision of the preceding paragraph, leasing period of Global Village Tsukumodai shall be within 10 years from the date of leasing starts. However, this shall not apply if the Supervisor specially deems necessary.

(Request and Approval of Tenancy)

Article 11: Employees wishing to rent a dormitory shall submit to the Supervisor a letter requesting permission for tenancy. Upon receipt of said letter, The President shall, where approval of said request is deemed appropriate, send the employee in question notification of permission for tenancy.

(Approval for Persons living together)

Article 12: In cases where the employee renting a dormitory wish to temporarily arrange occupancy for persons other than those dependent on said employee for living expenses, said employee shall submit a letter of request for said occupancy to the Supervisor, said letter to include such details as the names, ages, reason for occupancy and other relevant information.

(Timing of Occupancy)

Article 13: Employees in receipt of approval for tenancy shall occupy the dormitory within 10 days of the date for occupancy prescribed in the letter of approval. However, where extenuating circumstances exist, the date of occupancy may be extended subject to the approval of the Supervisor.

2. The Supervisor shall be entitled to withdraw permission for tenancy in cases where an employee with permission for tenancy fails to occupy the dormitory by the deadline prescribed in the preceding paragraph.

(Approval for Remodeling, etc.)

Article 14: In cases where a tenant wishes to remodel the dormitory or make other alterations at an employee's own expense, prior permission for said remodeling or alterations must be obtained from The President.

2. Upon receipt of requests in accordance with the preceding paragraph, the Supervisor may grant permission where it is deemed that procedures concerned shall not interfere with the maintenance and management of the dormitory and on condition that, at the time the tenant vacates the dormitory, the employee shall return the dormitory to its original state, donate the results of remodeling or alterations to The University, or relinquish the right to lay claims against The University in respect of said modeling or alterations.

(Measures against Violations by Tenants in Respect of Responsibilities)

Article 15: In cases where it is determined that failure by the tenant to fulfill the responsibilities defined in the provisions of Article 8 may interfere with the maintenance and management of the dormitory, the Supervisor shall promptly issue a request to said tenant to fulfill said responsibilities, said request to include statement

of the deadline for said fulfillment.

(Selection of Superintendents)

Article 16: The Supervisor may nominate superintendents among employees who have been rented a dormitory for the duties of whom shall comprise the maintenance and management of dormitories.

(Records Pertaining to the Current State of Dormitories)

Article 17: Records clearly detailing the current status of dormitories shall be kept.

2. Said records shall include names and rents of employees who have been rented a dormitory.
3. Said records shall include bloc plans of the dormitory building and a ground plan of the whole or part of the buildings.

(Changes)

Article 18: Amendments to or abolition of these regulations shall be implemented by trustees in charge of accounting.

Supplementary Provisions

(Implementation Date)

Article 1: These regulations shall be implemented from 14 April, 2004 and applied from 1 April, 2004.

(Free Usage of the Dormitory)

Article 2: Upon acquisition of status as a national university corporation, dormitories for national public service personnel provided for the employee of independent administrative corporations to which national and national public service personnel lodgings laws apply (hereinafter referred to as "nation, etc.") as well as other national university corporations, independent administrative corporation national college of technologies and inter-university research institute corporations (hereinafter referred to as "corporations, etc.") and for which The University is in receipt of investment may, in accordance with separately documented provisions, be used gratuitously by nation and corporations, etc. for national and corporative purposes.

Article 3: Upon implementation of these regulations, tenants authorized under the law of dormitory of national public service personnel (Law No. 117 of 1949) shall be deemed to be in receipt of authorization under the provisions of these regulations.

Article 4: The handling of matters pertaining to dormitories for nurses of the University of Osaka Hospital shall be determined separately.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2006.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2007.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2007.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2013

Supplementary Provisions

1. The foregoing amendments shall be implemented from 1 April, 2014.
2. Notwithstanding the provisions of the appendix after the implementation of the amendments, in cases where a person occupies an Ishibashi dormitory (2) room on the day before the implementation of the amendments, the provisions prescribed prior to the implementation of the amendments shall apply to the tenant until the tenant vacates the dormitory.

Supplementary Provisions

1. The foregoing amendments shall be implemented from 22 December, 2014.
2. Notwithstanding the provisions of the appendix after the implementation of the amendments, in cases where a person occupies a Tsukumodai dormitory room on the day before the implementation of the amendments, the provisions prescribed prior to the implementation of the amendments shall apply to the tenant until the tenant vacates the dormitory.

Supplementary Provisions

1. The foregoing amendments shall be implemented from 17 July, 2018.
2. Notwithstanding the provisions of the appendix after the implementation of the amendments, in cases where a person occupies a Sakurano-cho dormitory room on the day before the implementation of the amendments, the provisions prescribed prior to the implementation of the amendments shall apply to the tenant until the tenant vacates the dormitory.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2020. However, the amendments of Global Village Tsukumodai defined in Paragraph 2 Article 10-2, Paragraph 4 Article 14, and Appendix shall be implemented from 1 October, 2020.

Supplementary Provisions

The foregoing amendments shall be implemented from 1 April, 2024

Appendix

Name	No. of Building	Address
Momoyamadai joint dormitory	No. 14	2-7 Momoyamadai, Suita City
Toyonaka-Higashi joint dormitory	Nos. 1–6	2-2 Nishi-Midorigaoka, Toyonaka City
Minoh joint dormitory	No. 1	5-5-15 Onohara-Higashi, Minoh City
Ishibashi dormitory (4)		3-11-3 Ishibashi, Ikeda City
Midorigaoka dormitory	Nos. 1–2	1-4 Nishi-Midorigaoka, Toyonaka City
Onohara International dormitory	Nos. 1–4	5-25 Onohara-Higashi, Minoh City
Global Village Tsukumodai	Tsukumodai No. B – No. C	5-20-4 Tsukumodai, Suita City
the University of Osaka Hospital Dormitory for Nurses	—	—

NOTE: The No. of Building and Address of the University of Osaka Hospital Dormitory for Nurses is defined in the Regulations for the University of Osaka Hospital Dormitory for Nurses.