Regulations for Osaka University Hospital Dormitory for Nurses

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 the Osaka University Hospital (Hereinafter referred to as "the Hospital") by defining and regulating basic matters pertaining to the management and maintenance of dormitory facilities (Hereinafter referred to as "Dormitory") rent to nurses, associate nurses, midwives or assistant nurses engaged in work at the Hospital (Hereinafter referred to as "Nurses"), thereby enabling efficiency in the performance of work by nurses.

(Management and Maintenance)

Article 1-2: Dormitories shall be managed and maintained by Director of the Osaka University Hospital (Hereinafter referred to as "the Director of the Hospital"). However, Global Village Tsukumodai shall be in accordance with Osaka University Global Village facility maintenance management business Agreements.

(Dormitory Names etc.)

Article 2: The name of Dormitory is "Osaka University Hospital Dormitory for Nurses" and the building names, building numbers, and addresses are as specified in the Appendix. However, when such Dormitories are not available due to special reasons, housing designated by the Director of the Hospital may be deemed to be such Dormitory.

(Eligibility for Residence)

Article 3: An individual shall fit the condition of either of the following Items to be eligible for residence in the Dormitory.

- (1) Unmarried Nurses, engaged in work at the Hospital.
- (2) Other individuals approved specifically by the Director of the Hospital.

(Selection of Tenants)

- Article 4: Tenants of the Dormitory (including parking spaces owned by the Hospital) shall be selected by the Head of the Nursing Department of the Hospital, acting on directives issued by the Director of the Hospital.
- 2. When there are 2 applicants eligible for one Dormitory, it shall be rent to the applicant deemed to be most in need of said Dormitory, considering the nature of work and duties of the respective applicants.

(Rent etc.)

Article 5: The rent of Dormitory and Move-In Fee shall be separately stipulated.

- 2. When the Dormitory is newly rented or is vacated, the rent for the Dormitory and parking space shall be calculated on a prorated basis.
- 3. Every month, tenants shall pay the rent of the Dormitory for the current month to the Hospital, no later than the last day of the month. However, tenants to whom any of the provisions in the following Items apply, the rent shall be paid before the end of the following said month.
 - (1) Work Regulations for National University Corporation Osaka University Part-time Staff (Temporary Part-time Staff)
 - (2) Work Regulations for National University Corporation Osaka University Part-time Staff (Temporary Full-time Education and Research Staff)
 - (3) Work Regulations for National University Corporation Osaka University Part-time Staff (Temporary Part-time Education and Research Staff)
- 4. The cost of utilities including electricity, gas, and water shall be borne by tenants.

(Responsibilities Pertaining to Usage)

- Article 6: Tenants shall comply with the instructions of the superintendent with respect to usage of the Dormitory.
- Tenants shall not sublease the Dormitory in part or in whole to third parties, use the Dormitory for purpose other than residence, or reconstruct, remodel or otherwise make alterations to the Dormitory without approval of the Director of the Hospital.
- 3. When the tenant is responsible for loss, damage, or fouling of the Dormitory, the tenant shall restore the Dormitory to its original state or pay compensation for damages, without delay. The foregoing shall not apply, however, when the loss, damage, or fouling of the Dormitory is caused by fire not attributable to deliberate act or gross negligence.
- 4. When the Hospital carries out internal and external examination of Dormitories deemed necessary for its maintenance, tenants shall not, without good reason, refuse to cooperate with such examinations.
- 5. Tenants shall adhere to the guidelines etc., distributed by the Hospital.

(Expenses for Repairs)

Article 7: The Hospital shall bear expenses for repairs when the damage to the Dormitory is caused by natural disasters, aging, or other causes for which tenants are not liable. However, the foregoing shall not apply when such damage or fouling is deemed to be minor or is otherwise specified.

(Vacating)

- Article 8: When any of the following Items apply, the tenant shall vacate the Dormitory within 20 days, counting from the day when the corresponding Item hereunder becomes applicable. However, under reasonable circumstances, with the permission from the Director of the Hospital, the tenant may continue to use the Dormitory for a period specified by the Hospital, not longer than 2 months, counting from the day on which the corresponding Item becomes applicable.
 - (1) When the tenant is no longer an Employee
 - (2) When the tenant dies.
 - (3) When the tenant becomes ineligible for residence in the Dormitory due to turnover of personnel, relocation of workplace, or for similar situation, or when the tenant no longer requires tenancy in the Dormitory.
 - (4) When a tenant is asked to move out, when there is an individual with higher priority to reside in the Dormitory, due to the requirements of the business operation of the Hospital.
 - (5) When a tenant is asked to move out, when the Hospital deems it necessary to discontinue the Dormitory.
 - (6) When a tenant is ordered to vacate the Dormitory for failure to observe responsibilities pertaining to usage of said Dormitory, or failure to follow instructions.
 - (7) Absence from the Dormitory for a period of 1 month or more. (Except for cases approved by the Director of the Hospital)
- 2. When a tenant vacates the Dormitory, the room of said tenant shall be inspected by the superintendent of the Dormitory. Tenant instructed to implement repair on said room shall bear the costs.
- 3. When the conduct of the tenant is deemed to be in violation of Article 6, and when there is risk that the tenant interferes with management and administration of the Dormitory, and when tenant fails to comply with requests to remedy said conduct within the period stipulated for said compliance, the tenant must vacate the Dormitory immediately.
- 4. When a tenant in violation of the foregoing 3 Paragraphs fails to move out of the Dormitory, the tenant shall be subject to payment of compensation for damages, for the period counting from the following day of the due date for vacancy stipulated in these regulations, to the actual date of vacancy. In such case, payment of compensation for damages shall be 3 times the Dormitory rent.
- 5. The Director of the Hospital shall claim payment for compensation for damages in accordance with Paragraph 4, when a tenant fails to vacate the Dormitory by the due date stipulated in Paragraph 1 or Paragraph 3.

(Request and Approval of Tenancy)

Article 9: When the Director of the Hospital rents out a Dormitory, he/she shall have Nurses wishing to rent submit an application form requesting permission for tenancy, and he/she shall issue a written approval upon approval.

(Occupancy Deadline)

- Article 10: Nurses who have received approval for tenancy shall occupy the Dormitory within 10 days of the date for occupancy stipulated in the written approval. However, for compelling reasons, the date of occupancy may be extended with the approval of The Director of the Hospital.
- 2. The Director of the Hospital shall be entitled to withdraw permission for tenancy when the Nurses with permission for tenancy fails to occupy the Dormitory by the deadline stipulated in the foregoing Paragraph.

(Roommates)

Article 11: Tenants of the Dormitory shall not be permitted to share accommodation with roommates.

Individuals other than tenants of the Dormitory shall not be allowed access to the Dormitory and shall not be allowed to spend the night in the Dormitory. However, the foregoing shall not apply when deemed necessary by the Director of the Hospital.

(Approval for Remodeling etc.)

- Article 12: When a tenant wishes to remodel the Dormitory or make other alterations at his/her own expense, prior permission for said remodeling or alterations must be obtained from the Director of the Hospital.
- 2. Upon receipt of requests in accordance with the foregoing Paragraph, the Director of the Hospital may grant permission where it is deemed that procedures concerned not interfere with the maintenance and management of the Dormitory, and in condition that, at the time the tenant vacates the Dormitory, the tenant 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 13: When it is determined that failure by the tenant to fulfill the responsibilities defined in the provisions of Article 6 may interfere with the maintenance and management of the Dormitory, the Director of the Hospital shall promptly issue a request with a deadline, to said tenant to fulfill said responsibilities.

(Selection of Superintendents)

Article 14: The Director of the Hospital may nominate tenants as superintendents, the duties of whom shall comprise the maintenance and management of Dormitories. However, Global Village Tsukumodai shall be in accordance with Osaka University Global Village facility maintenance management business Agreements.

(Records pertaining to the Current State of Dormitories)

Article 15: To keep records clearly detailing the current status of Dormitories, the Hospital shall keep Records pertaining to the Current State of Dormitories.

- 2. Records pertaining to the Current State of Dormitories shall include the jobs and age etc. of tenants.
- 3. Records pertaining to the Current State of Dormitories shall include a layout of the Dormitory building and a ground plan of the whole or part of the buildings.

(Administrative Affairs of the Dormitory)

Article 16: Administrative affairs of the Dormitory shall be handled by the Administrative Division of the Hospital, and Property Management Division of Department of Finance.

(Miscellaneous Provision)

Article 17: Matters not addressed within these regulations shall be separately determined by the Director of the Hospital.

Supplementary Provision

These regulations shall be implemented from 1 April 2004.

Supplementary Provision

The foregoing amendments shall be implemented from 1 April 2007.

Supplementary Provision

- 1. The foregoing amendments shall be implemented from 1 March 2010.
- 2. Notwithstanding the provisions of amended Article 5, the provision prior to the amendment shall apply to the rent for tenant, who resides at the Dormitory on the day before the implementation of the amendment. However, this exception shall not apply to a tenant who has requested that he/she will pay to the Hospital, the rent in accordance with the provision of amended Article 5.

Supplementary Provision

The foregoing amendments shall be implemented from 23 January 2017.

Supplementary Provisions

- 1. The foregoing amendments shall be implemented from 1 October 2020. However, the provisions in the following Items shall be implemented from the dates stipulated in the Items.
 - (1) Amended Paragraph regarding Mihogaoka Dormitory in the Appendix: 1 January 2021
 - (2) Amended Paragraph regarding Minami Kasugaoka Dormitory I, Minami Kasugaoka Dormitory II, and Minami Shimizu Dormitory in the Appendix: 1 April 2021
- 2. Notwithstanding what is stipulated in the amended Appendix due to the Implementation of provisions of the Items, provisions stipulated in the Appendix prior to the implementation of the amendments shall apply to the tenant who resides at Mihogaoka Dormitory No.1 or No.4 on the day before the implementation of Item 1 of the foregoing Paragraph, and tenant who resides at Minami Kasugaoka Dormitory I, Minami Kasugaoka Dormitory II, or Minami Shimizu Dormitory on the day before the implementation of Item 2 of the foregoing Paragraph, until the tenant vacates the Dormitory.

Appendix

Name of Dormitory	Building No.	Address
Mihogaoka Dormitory	No. 2 - 3	4-1 Mihogaoka, Ibaraki City
Global Village	Tsukumodai	5-20-4 Tsukumodai, Suita City
Tsukumodai	Dormitory B	

Supplementary Provision

The foregoing amendments shall be implemented from 16 June 2022 and be applied from 1 April 2022.