

Work Regulations for National University Corporation Osaka University Limited Term Staff

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 official employment contracts have been concluded solely on the basis of the Japanese version of the Work Regulations.

Chapter 1: General Provisions

(Purpose)

Article 1: The purpose of these regulations shall be to define matters pertaining to work-related issues for the members of staff (hereinafter referred to as "Employee(s)") who shall be employed on a limited term basis by National University Corporation Osaka University (hereinafter referred to as "The University") such as work conditions and duties in accordance with the regulations stated in Article 89 of The Labor Standards Law (Law No. 49 of 1947, hereinafter referred to as "The LSL").

2. Employment and dismissal and other matters relating to human-resources pertaining to Employees who are Academic Staff shall be defined by these regulations as well as Special Personnel Regulations Pertaining to Limited Term Academic Staff of National University Corporation Osaka University.

(Period of Employment Contract)

Article 2: The period of employment contract shall be specified on an individual basis in accordance with the regulations of the Law on Term of Service of Academic Staff, etc. (Law No. 82 of 1997, hereinafter referred to as "Limited Term Law") or the regulations stated in Article 14 of The LSL.

2. The employment contract may be renewed. However, in cases where any of the circumstances in the text of Item 1 or 2, Article 17 arises or the relevant work is no longer required, the employment contract shall not be renewed.

3. In addition to the case defined in the 2 items above, the employment contract shall not be entered into or renewed after the 31st March coming immediately after the date of age of Employees equivalent to the retirement age defined in Item 1, Article 19 of the Work Regulations for National University Corporation Osaka University Staff. The University may, however, make special exceptions to the foregoing stipulation.

(Relationship with Laws and Ordinances)

Article 3: All matters not defined within these regulations and/or all other related and attached regulations shall be determined in accordance with The LSL, Limited Term Law, National University Corporation Law (Law No. 112 of 2003, hereinafter referred to as "National University Law") and other relevant and pertinent laws and ordinances.

(Adherence to Regulations)

Article 4: The University and Employees shall observe these regulations in good faith.

Chapter 2: Personnel Affairs

Section 1: Employment

(Employment)

Article 5: Employees shall be employed based on a process of competitive examination and selection.

2. Persons wishing to apply for employment as Employees shall submit the following to The University:

- (1) Personal history (in the format stipulated by The University).
- (2) Other documentations requested by The University.

(Disclosure of Labor Conditions)

Article 6: Persons considered for employment as Employees shall be sent written notice of the matters pertaining to following labor conditions: disclosure of other labor conditions shall be made verbally or in writing.

- (1) Matters relating to salary.
- (2) Matters relating to the workplace and the content of work to be performed.
- (3) Matters relating to the duration of valid employment contract and renewal (including the reason in cases where the contract will not be renewed).
- (4) Matters relating to start and finish times, work in excess of the prescribed working hours, break, holidays and leave
- (5) Matters relating to retirement (including reasons for dismissal).

(Documents Submitted)

Article 7: Persons employed as Employees (provided that, in the case of No. (3) below, the persons to whom the Rules Pertaining to Salary for National University Corporation Osaka University Limited Term Endowed Chair Staff (hereinafter referred to as "The Rules Pertaining to Salary for Limited Term Endowed Chair Staff") apply are excluded) shall submit the following documents to The University promptly after employment.

- (1) Written pledge
 - (2) Certification of items recorded in the resident's card
 - (3) Registration of route taken to workplace and means of transportation used to commute
 - (4) Other documents requested by The University
2. In cases of failure to submit the above documents, or in cases where said documents are incomplete, employment may be withdrawn.
 3. In cases where changes occur in the content recorded in documents submitted in accordance with Nos 2 through 4 of, Item 1, said changes shall be promptly reported and registered.

(Assumption of Post)

Article 8: Employees shall assume assigned posts promptly after employment. However, in cases where said assumption of post unavoidably involves changing residence, exceptions to the foregoing provision may be made subject to the prior approval of The University. In such cases, the date for the assumption of the assigned post shall be no later than 1 week after employment.

(Positioning of Employee)

Article 9: The positioning of Employees shall be determined by The University based on factors such as necessity and the suitability of Employees posted.

2. The University may assign Employees to overseas centers or facilities that it deems to be equivalent to such centers.
3. Matters pertaining to salary and working hours of ,etc. Employees subject to assignment in overseas centers or facilities in accordance with the foregoing item shall be handled depending upon the actual state of the individual overseas center and facility, in consideration of the salary conditions of the said Employees as well as local laws and circumstances, without applying these regulations (including relevant regulations).

(Probation Period)

Article 10: Employees shall be subject to probation periods of 6 months commencing on the first day of employment. The University may however, based on determination of necessity, reduce or extend said probation periods.

2. In the event that an Employee commits any of the following acts or fall into any of the following categories during the probation period, said Employee shall be either dismissed or subject to refusal of employment upon expiry of the probation period.
 - (1) Poor work record.
 - (2) Physical or mental illness.
 - (3) Other acts or states unbecoming an Employee.
3. The regulations defined in Item 3, Article 17 shall apply to the event of dismissal of Employees within the probation period (excluding cases where said probation period has not yet reached 14 days) or refusal of employment to said employees upon expiry of the probation period as defined in regulation stipulated in the foregoing item.
4. The regulations defined in Article 18 shall apply to the event of dismissal of Employees within the probation period or refusal of employment to said employees upon expiry of the probation period as defined in

regulation stipulated Item 2 of this Article.

5. The probation period shall be included in calculation of the total number of years of employment.

Section 2: Assessment

(Work Performance Assessment)

Article 11: The work performance of Employees shall be assessed.

Section 3: Leave of Absence

(Leave of Absence)

Article 12: Employees to whom any of the following apply shall be assigned a leave of absence:

(1) Employees requiring extended leave due to physical or mental illness.

(2) Employees subject to criminal prosecution would interfere with the normal implementation of assigned duties.

(3) Employees whose life or decease or whereabouts cannot be determined as a result of natural calamities such as floods or fires.

(4) Employees engaged in academic investigative research recognized as bearing relationship to the work of said Employees (including guidance relating to investigative research) or work for a public or government body.

(5) Other special cases recognized as necessary by The University.

2. The foregoing shall not apply to Employees undergoing probation period.

3. In addition to the terms and provisions of this chapter, all other matters relevant to leave of absence shall be defined separately.

(Duration of Leave of Absence)

Article 13: The duration of leave of absence granted for the reasons detailed in Item 1 of the foregoing Article (excluding leave of absence granted for the reasons detailed in No. 2, Item 1 of the same Article) shall, as a basic rule, be no longer than 3 years with the possibility of extension. In cases where the duration of leave of absence is less than 3 years, extension shall be possible up to a period not exceeding 3 years with the possibility of extension.

2. Concerning the duration of leave of absence for the reasons detailed in No. 1, Item 1 of the foregoing Article, in cases where repeated leave of absence becomes necessary within a period not exceeding 1 year after return to work due to occurrence of the same illness or injury or for reasons caused by the same illness or injury, the duration of the leave of absence thereby required shall be calculated on a cumulative basis with the previous leave of absence except in cases where, based on considerations of necessity, The University determines otherwise.

3. The duration of leave of absence for the reasons stated in No. 2, Item 1 of the foregoing Article shall be equivalent to the period during which the relevant case is undergoing court proceedings. In case, however, where said period is in excess of 2 years, the duration of leave of absence shall be 2 years.

4. The duration of leave of absence defined in Item 3 above shall be determined with the proviso that the duration shall not exceed the period of employment contract.

(Reinstatement)

Article 14: In cases where the reasons for leave of absence stated in Item 1, Article 12 cease to be valid within the duration of said leave of absence, the Employee on leave of absence shall be promptly reinstated.

2. The regulations defined in the foregoing Article do not allow for exemption, within said duration of leave of absence, from punitive measures in accordance with the terms and provisions of Article 33 of Employees taking leave of absence for the reasons stated in No. 2, Item 1, Article 12.

Section 4: Retirement

(Retirement)

Article 15: Employees falling into any of the following categories shall be deemed to have retired from The University on the date stated in said categories:

(1) When the employment contract has expired, (excluding cases in which the contract is renewed)

Employees shall be deemed to have retired on the date of expiration.

(2) Deceased Employees shall be deemed to have retired on the date of said decease.

(3) Employees submitting application for retirement shall be deemed to have retired on the date recognized by The University as the date of retirement.

(4) Employees appointed to the Board of Trustees shall be deemed to have retired on the day immediately preceding the date of appointment.

(5) Employees renewing work agreements shall be deemed to have retired on the day immediately preceding the first day of employment under the new agreement.

(6) Employees standing as candidates for public office shall be deemed to have retired on the date of declaration of said candidacy.

(Retirement for Personal Convenience)

Article 16: In cases where an Employee wishes to retire for personal reasons, said employee shall submit to The University a request for retirement no later than 30 days prior to the scheduled date of retirement. The University may, however, make special exceptions to the foregoing stipulation.

2. In accordance with Limited Term Law, the regulations defined in the foregoing Article do not preclude requests for retirement of Employees at any time over 1 year from the date of conclusion of limited term employment contract.

Section 5: Dismissal, etc.

(Dismissal, etc.)

Article 17: Employees falling into any of the following categories and subsequent determination of the difficulty of maintenance of an employment relationship with The University shall not have the employment contract renewed or shall be dismissed even before the expiration of the employment contract. In such cases, Employees not fully meeting the criteria cited below may, however, be subject to demotion, downgrading or reduction in pay.

(1) Employees with a poor work record

(2) Employees with mental or physical impairment that interferes with the execution of duties or those unable to cope with said mental or physical impairment

(3) Employees on leave of absence for the reasons stated in No. 1 to 3 and 5, Item 1, Article 12 in cases where the reason for said leave of absence fails to be resolved or become invalid with the duration of leave of absence determined in accordance with the terms and provisions of Article 13

(4) Employees otherwise lacking the necessary qualifications or suitability to fulfill implementation of duties

(5) Cases in which dismissal, etc. is deemed unavoidable for administrative or work-related reasons

2. Employees falling into any of the following categories shall not have the employment contract renewed or shall be dismissed even before the expiration of the employment contract.

(1) Employees who become adult wards or wardens

(2) Employees sentenced to prison terms

(3) Employees forming or joining political parties or other groups that advocate through violence the destruction of the National Constitution of Japan or the government formed under the auspices of said constitution

3. When intending not to renew the employment contract or to dismiss the Employee for the reasons provided for in Item 1, The University shall give prior notice in accordance with the terms and provisions of Article 2 of the "Conclusion, Renewal and Discontinuation of Limited Term Employment Contracts" (2003, Notice No. 357, Ministry of Health, Labour and Welfare) and Articles 20 and 21 of The LSL. The same shall apply in cases where The University will not renew the employment contract for the reason that the relevant work is no longer required in accordance with the provisions of Item 2, Article 2.

4. In cases of non-renewal, dismissal, demotion, downgrading or reduction in pay for the reasons stated in accordance with the terms and provisions of Item 1, the Employee subject to such measures shall be accorded an opportunity to appeal.

(Restrictions on Dismissal)

Article 18: Notwithstanding the terms and provisions of Items 1 and 2 of the foregoing Article, Employees shall not be dismissed within any of the periods defined hereunder. No. 1 shall not, however, apply in cases

where the injury or illness in question persists 3 years after commencement of treatment and compensation is paid in accordance with Article 81 of The LSL (Workers' Accident Compensation Insurance Law (Law No. 50, 1947, hereinafter referred to as "WACIL")), including instances where the compensation is deemed to have been paid in accordance with Article 19, or in cases where approval of government bodies has been received in accordance with Item 2, Article 19 of The LSL.

(1) Leave of absence for the purpose of treatment of injuries or illness incurred in the course of work and a period of 30 days after said leave of absence.

(2) Pre/Post maternity leave defined by Article 65 of The LSL and a period of 30 days after said leave of absence.

2. The regulations defined in the foregoing Item do not prevent from the assumption that the relevant Employee shall have retired from the University upon expiration of the employment contract under the provision of No. 1, Article 15.

(Obligations and Responsibilities of Retirees)

Article 19: Employees retiring or dismissed from The University shall promptly return all equipment, documents and other articles in their possession and, in cases where said persons bear duties and responsibilities in respect of The University, shall, furthermore, complete such duties and responsibilities prior to the date of retirement.

2. Persons intending to retire from The University shall complete procedures for the handover of responsibilities and duties to their successor by the date stipulated and shall submit a report of said completion to their immediate managers.

(Certificate of Retirement,)

Article 20: Employees either retiring, subject to non-renewal of employment contract or dismissed from The University (including Employees scheduled for non-renewal of the employment contract or dismissal) may request certification of all or part of the following items: such certification shall be promptly presented to such Employees upon receipt of said request.

(1) Employment period

(2) Classification of duties and position

(3) Salary

(4) Reason for retirement (reasons for non-renewal of employment contract or dismissal)

Chapter 3: Salary

(Salary)

Article 21: The salary for Employees shall be specified separately.

Chapter 4: Duties

(Devotion to Duties)

Article 22: Employees shall be aware of the communality of the mission and duties of a national university defined in the National University Laws and shall implement their duties in a proper and appropriate manner, demonstrating devotion to said duties.

2. Employees shall not offend against the interests of The University.

(Attitude toward Duties)

Article 23: In the implementation of duties, Employees shall observe all rules and regulations defined both by laws and ordinances and The University and shall follow orders given by their immediate managers.

2. Employees shall constantly strive to develop skills, improve efficiency and work procedures and, in sense of mutual cooperation, shall make every effort to ensure that work is carried out in a proper and appropriate manner.

3. The immediate managers shall show proper respect for the Employees under their charge and shall make every effort to provide guidance and training, demonstrating by example the implementation of duties.

(Prohibition of Acts Leading to Loss of Trust)

Article 24: Employees shall refrain from any of the following acts.

- (1) Acts that may bring the honor of The University into disrepute or any other acts that may lead to a loss of trust of The University.
- (2) Acts that may disrupt the order, discipline or rules of The University.

(Duty to Protect Privileged Information)

Article 25: Employees shall not disclose or allow to be leaked any confidential information coming into the possession of said Employees during the course of the performance of duties. The foregoing shall not, however, apply in cases where Employees give testimony as witnesses or expert witnesses in accordance with the law and with the express permission of The University.

2. The foregoing regulations shall remain in force even after the retirement or dismissal of Employees.

(Distribution/Posting of Documents, Convening of Meetings,)

Article 26: In cases where Employees carry out distribution of documents or drawings within the grounds or facilities of The University (hereinafter referred to as "university grounds and facilities"), said Employees shall ensure that such distribution shall not interfere with the normal execution of work and duties.

2. Distribution of documents or drawings in the foregoing Item falling into any of the following categories shall be prohibited.
 - (1) Documents or drawings that may interfere with the normal implementation of the work of The University.
 - (2) Documents or drawings to which the terms and provisions of Article 24 apply.
 - (3) Documents or drawings that infringe upon public order and standards of decency.
 - (4) Any other documents or drawings that may interfere with the work of The University.
3. Documents or drawings posted by Employees in university grounds and facilities shall be posted in the stipulated location after prior permission to do so has been obtained from The University.
4. The regulation defined in Item 2 shall apply to documents or drawings posted in accordance with the foregoing item.
5. Employees shall refrain from convening meetings, giving talks or making broadcasts not related to the duties and work of The University in university grounds and facilities without the permission of The University.

(Prevention of Sexual Harassment)

Article 27: Employees shall refrain from acts of sexual harassment.

2. In order to ensure and maintain a satisfactory workplace environment, The University shall implement measures aimed at the prevention of acts of sexual harassment.

(Outside Assignments)

Article 28: Employees wishing to undertake outside assignments must obtain prior permission from The University in accordance with separate relevant regulations.

(Employee Ethics)

Article 29: Employees shall conform to Regulations Pertaining to the Code of Ethics of National University Corporation Osaka University in the performance of duties.

Chapter 5: Working Hours, Holidays and Leave

(Working Hours, Holidays and Leave)

Article 30: The working hours, holidays and leave for Employees shall be in accordance with the Regulations Pertaining to Working Hours, Holidays and Leave for National University Corporation Osaka University Limited Term Staff.

Chapter 6: Training

(Training)

Article 31: Employees shall make every effort to participate in training aimed at cultivation of personality and acquisition of the knowledge and skills necessary to the performance of duties.

2. In order to achieve the foregoing, The University shall, in accordance with separate regulations, provide

Employees with opportunities for training in a manner that will not interfere with the performance of work and duties.

3. With the aim of improving knowledge and skills necessary in the performance of duties, Employees shall conform to instructions to participate in training.

Chapter 7: Awards

(Awards)

Article 32: Awards shall be bestowed upon Employees falling into any of the following categories.

- (1) Employees who have made great contributions toward improvements in efficiency.
- (2) Employees who have made special contributions toward the prevention or suppression of disasters or accidents.
- (3) Employees who have made meritorious contributions worthy of awards that serve as an example to other Employees.

Chapter 8: Punitive Measures

(Punitive Measures)

Article 33: Employees who fall into any of the following categories shall be subject to punitive measures.

- (1) Employee taking leaves without just reason and without permission and who fail to respond to demands to resume duties.
 - (2) Employee neglecting their duties by frequent absence, tardiness or who frequently leave early without a valid reason.
 - (3) Employee who causes damage to The University either deliberately or through gross neglect.
 - (4) Employee committing criminal acts such as theft, embezzlement or infliction of bodily harm
 - (5) Employees involved in defamatory acts that damage the reputation, honor or trust of The University.
 - (6) Employee causing disruption in the order, rules or regulations of The University.
 - (7) Employee who has deliberately falsified their resumes.
 - (8) Employee who violates other laws, ordinances or rules and regulations of The University, or who has committed acts falling into any of the foregoing items.
2. The following punitive measures may be taken against offending Employee and shall be proportionate to the severity of the offence defined in the foregoing items.
 - (1) Admonition: in cases of minor infringements, the offending Employee shall submit a written apology and shall be issued a warning.
 - (2) Salary cuts: in cases of relatively minor infringements, the offending Employee shall submit a written apology and shall be subject to partial reduction in salary. A single salary cut shall not, however, exceed 1 half of the average salary for 1 day as defined in Article 12 of The LSL, and the total shall, furthermore, not exceed 1 tenth of the salary paid for 1 term.
 - (3) Suspension: in cases of infringements of deemed to be more serious in nature than a minor infringement, the offending Employee shall submit a written apology and shall, furthermore, be suspended from work without pay for a period of 1 day or more and not more than 1 year.
 - (4) Dismissal under instruction: in cases of infringements of a sufficiently serious nature to render continued employment difficult, where, however, extenuating circumstances exist, the offending Employee shall be dismissed after being advised to tender their resignation.
 - (5) Punitive dismissal: in cases of infringements of a sufficiently serious nature to render continued employment difficult and where no extenuating circumstances exist, the offending Employee shall be summarily dismissed without warning. This provision shall also apply to offending Employees who fail to act on advice to tender resignation as detailed in the forgoing No. 4.
 3. The regulation defined in Item 4, Article 17 shall apply in cases of punitive measures taken in accordance with the No. 1 through 5 of the forgoing Item. This shall not apply, however, in cases of punitive measures taken against Employees within a probation period in accordance with the terms and provisions of Item 1, Article 10.
 4. The regulation defined in Article 18 shall apply in cases where punitive measures are taken in accordance with the terms and provisions defined in No. 4 and 5, Item 2 of this Article.

(Reprimands)

Article 34: In addition to the cases cited in the foregoing Article, for the purposes of ensuring strict performance of duties and maintaining discipline, Employees may, where deemed necessary, be subject to reprimands, severe cautions or cautions (hereinafter referred to as “reprimands”).

(Compensation for Damages)

Article 35: Employees causing damages to The University either deliberately or through neglect, may, in addition to punitive measures or reprimands defined in Article 33 and 34, be liable for compensation for said damages in part or in whole.

Chapter 9: Safety and Health

(Measures for the Maintenance of Safety and Health)

Article 36: In accordance with The Industrial Safety and Health Law (Law No. 57 of 1972) and other relevant and pertinent laws and ordinances, The University shall implement measures to ensure the promotion of the health and the prevention of hazards for Employees (including necessary preventative measures pertaining to hygiene: hereinafter referred to as “safety and health maintenance measures”).

2. Employees shall observe the laws and ordinances pertaining to maintenance of safety, health and hygiene, comply with orders and instructions relating to the same issued by their immediate managers and shall cooperate with safety and health maintenance measures implemented by The University.
3. In addition to the provisions of 2 items above, safety and health maintenance measures shall be in accordance with Safety and Health Management Regulations of Osaka University.

(Education Pertaining to Safety and Health)

Article 37: Employees shall undergo training and education pertaining to safety and health conducted by The University.

(Measures for Emergencies and Disasters)

Article 38: Employees discovering a fire, other emergencies or disasters, or with knowledge of the possibility of occurrence of the same, shall take emergency measures, contact their immediate manager or other relevant Employees, follow instructions issued by said manager or Employees and make every effort to ensure that consequent damages are kept to the absolute minimum.

(Rules to be Observed Relating to Safety and Health)

Article 39: In order to maintain safety and health in The University, Employees shall observe the matters indicated as follows.

- (1) Employees shall follow the instructions and orders issued by their immediate manager relating to safety and health.
- (2) Employees shall, at all times, ensure cleanliness by maintaining order and tidiness in the workplace and shall make every effort to ensure heightening of standards of fire prevention and hygiene.
- (3) Employees shall neither, without the express permission of The University, operate safety and health equipment, fire extinguishers or other equipment intended for hazard prevention, nor enter areas where such equipment is kept.
- (4) Employees shall pay careful attention when handling machinery.
- (5) Employees shall smoke only in areas where facilities for smoking such as ashtrays are furnished and shall ensure the safe disposal of cigarette butts.
- (6) Employees shall use protective and safety equipment stipulated for use and shall do nothing to detract from the efficacy of such equipment.

(Medical Examinations)

Article 40: Employees shall be subject to medical examination at the time of employment and annually thereafter and extra medical examination shall be conducted targeting all or part of Employees if required.

2. In addition to medical examinations stipulated in the foregoing item, Employees engaged in work with the potential for harm or injury as defined by laws and ordinances shall be subject to special medical examinations.
3. In cases where deemed necessary based on the results of medical examinations stipulated in Item 2 above,

Employees may be subjected to such measures as work prohibition or restriction of working hours for the purposes of maintenance of the health of said Employees.

4. Employees shall not, without valid reason, fail to undergo the medical examinations stipulated in Items 1 and 2 and shall not refuse to comply with the measures detailed in foregoing item.

(Work Prohibition)

Article 41: Employees falling into any of the following categories shall be prohibited from working.

- (1) Employees or persons sharing the residence of, or residing in the neighborhood of said Employees who have or may have contracted a contagious disease.
 - (2) Employees running the risk of worsening their condition by continuing to work.
 - (3) Employees to whom circumstances relating to Nos. 1 and 2 above apply.
2. Employees to whom No. 1 and 2 of the foregoing apply shall promptly report the relevant details to their immediate manager and follow instructions issued by said managers.
 3. In addition to the regulations stipulated in 2 items above, necessary measures relating to work prohibition shall be defined separately.

Chapter 10: Business Trips

(Business Trips)

Article 42: Employees may, if deemed necessary, be instructed to undertake business trips.

2. Upon completion of an assigned business trip, Employees undertaking said business trip shall promptly submit a report detailing the relevant information to their immediate managers.

(Travel Expenses)

Article 43: Travel expenses for business trips defined in the foregoing Article shall be determined separately.

Chapter 11: Welfare

(Dormitory)

Article 44: Regulations for usage of dormitory by Employees shall be defined separately.

(Welfare Facilities)

Article 45: For welfare purposes, Employees shall be entitled to make use of the following facilities.

- (1) Staff Hall (Machikaneyama Hall).
- (2) Staff Assembly Hall (Sawarabi).
- (3) Seminar House (Hiruzen Seminar House).
- (4) Extracurricular Educational Facility (Yama no Ie)
- (5) Employee's Hall (Minoh Kaikan)

Chapter 12: Accident Compensation

(Work-related Accidents)

Article 46: Regulations pertaining to Employees who are victims of work-related accidents (work-related injuries, illness, disability or decease) shall be determined in accordance with The LSL, The WACIL and The National University Corporation Osaka University Workers' Accident Compensation Regulations (hereinafter referred to as "Accident Compensation Regulations").

(Commuting Accidents)

Article 47: Regulations pertaining to Employees who are victims of commuting accidents (injuries, illness, disability or decease relating to commuting) shall be determined in accordance with The WACIL and Accident Compensation Regulations.

Chapter 13: Retirement Allowance

(Retirement Allowance)

Article 48: Regulations pertaining to retirement allowances for Employees (except for Employees to whom the

Rules Pertaining to Salary for Limited Term Endowed Chair Staff apply) shall be determined in Regulations Pertaining to Retirement Allowance for National University Corporation Osaka University Limited Term Staff.

Chapter 14: In-house Inventions

(In-house Inventions)

Article 49: In the event that an Employee creates an in-house invention and The University accepts succession to the rights to said invention, said inventor shall be compensated in accordance with Osaka University Regulations Pertaining to Inventions and in cases where said invention founded to be highly significant, the invention shall be eligible for an award.

(Reversion of Rights)

Article 50: All implementation rights or copyrights relating to patents or new-device practical application rights pertaining to inventions, proposals or authorship produced in-house by an Employee shall, after implementation of the necessary investigations, revert to The University. In cases where, however, The University transfers or allows third-party usage of such rights in part or in whole, the wishes of the Employee in question shall be respected.

Chapter 15 Special Cases Relating to Application of Work Regulations

(Special Cases Relating to Application of Work Regulations)

Article 51: When The University accepts an Employee who belongs to a private organization (hereinafter referred to as "transferring organization"), and said Employee remains employed to the transferring organization, these regulation (including relevant regulations) shall not apply, instead, the work regulations of said organization may be applied in accordance with contract of said organization.

2. Work conditions, rules of duties and other matters relating to employment for those who are dispatched by the University based on the Law on Dispatchment of Judges, Public Prosecutors, and Other National Public Officers Engaged in Regular Services to Law Schools (Law No. 40 of 2003) shall be in accordance with such law, other relevant laws and ordinances and an agreement with such Employee and otherwise all the above matters shall be in accordance with these regulations (including relevant regulations).

Supplementary Provisions

(Date of Implementation)

1. The foregoing regulations shall be implemented from 14th April 2004 and applied from 1st April 2004.

(Temporal Measures applicable to Period of Employment Contract)

2. The period of employment contract defined in Item 1, Article 2, which has been fixed before the date of implementation hereof by the Special Measures Law Concerning the Appointment of Foreign Academic Staff in National University (Law No. 89 of 1982) shall be the remaining period of employment for the Academic Staff.

(Temporal Measures Applicable to Retirement for Personal Convenience)

3. These regulations defined in Item 2, Article 16, for the time being, shall be also required to apply to Academic Staff who has concluded the limited term of employment contract in accordance with terms and provisions of Article 14 of The LSL (except for the relevant Employees applied to No. 1 or 2, Item 1 of this Article).

Supplementary Provision

The foregoing amendments shall be implemented from 1st January 2005.

Supplementary Provision

The foregoing amendments shall be implemented from 19th October 2005.

Supplementary Provision

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

Supplementary Provision

The foregoing amendments shall be implemented from 24th July 2006.

Supplementary Provision

The foregoing amendments shall be implemented from 30th October 2006.

Supplementary Provision

The foregoing amendments shall be implemented from 1st November 2006.

Supplementary Provisions

The foregoing amendments shall be implemented from 31st March 2007.

Supplementary Provision

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

Supplementary Provision

The foregoing amendments shall be implemented from 20th June 2007. However, the amendments set forth in Article 15 shall be implemented from 1st July 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 1st October 2007.

Supplementary Provision

The foregoing amendments shall be implemented from 19th February 2008.

Supplementary Provision

The foregoing amendments shall be implemented from 1st April 2009.

Supplementary Provision

The foregoing amendments shall be implemented from 1st April 2010.