

Regulations Pertaining to Management of National University Corporation Osaka University 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 official employment contracts have been 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 Osaka University (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 "Employee(s)").

(Establishment, Maintenance and Management)

Article 2: Establishment, maintenance and management of dormitories shall be implemented by the president of The University (hereinafter referred to as "The President").

(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.

- (1) Employees who work full-time (part-time employees are excluded)
- (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.

(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 shall be paid monthly, according to the formula for calculation defined in Articles 13 and 14 of the National Public Service Personnel Dormitory Law Enforcement Ordinance and Article 13 through 20-3 of the National Public Service Personnel Dormitory Law Enforcement Ordinance Regulations.

2. Rent for months when a tenant moves into or out of a dormitory shall be calculated on a daily basis.
3. Tenant shall pay the rent to The University before the end of each month.
4. In cases where No. 1, 2 or 3, Item 1, Article 10 apply to the tenant, the tenant concerned or roommates of the same shall pay the rent to The university before the end of each month, commencing from the day said conditions become applicable until the day when said tenant and roommates vacate the dormitory in accordance with the stipulation defined in the same Item or Items 2 and 3 of the same Article.
5. All roommates as defined in the provision of the foregoing item shall share joint liability for payment of the rent concerned.

(Responsibilities Pertaining to Usage of Dormitories)

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

2. Tenants shall not sublease the dormitory in part or in whole 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 President.

3. In cases where the tenant is responsible for damage or soiling of the dormitory, said tenant shall restore the dormitory or pay compensation for damages. The foregoing shall not, however, apply in cases where said damage, etc. is caused by fire not attributable to the deliberate act or gross negligence.
4. Item 5 of the foregoing article shall apply in cases where persons responsible for payment of rent (roommates only) commit an act in violation of Item 1 or 2, and in respect of liability for restoration or compensation for damages stipulated in the foregoing item.

(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 foregoing 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 tenant, said tenant (or roommates of the same where Item 2 applies) shall vacate the dormitory within 20 days calculated from the day when the corresponding item hereunder becomes applicable. In cases, however, of just reason, with the permission from The President, 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 is no longer able to reside in the dormitory due to a change in circumstances such as changing positions, 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 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 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 stipulated for said compliance, the tenant concerned shall vacate the dormitory immediately.
3. In cases where a tenant in violation of the foregoing 2 items regulations 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 to the actual date of removal. In such cases, damages shall be 3 times the dormitory rent as calculated in accordance with Article 7 (1.1 times the dormitory rent for a period of 3 years from the day of vacation of the dormitory in cases where reduction of the amount is justified due the tenant concerned resigning for the purposes of employment by a national, financial, public or other corporation in accordance with special laws).
4. Item 5, Article 7 shall apply to the responsibility for payment of compensation for damages by tenants (roommates only) in accordance with the provisions of the foregoing item.
5. In accordance with Item 1, a tenant obliged to vacate a dormitory wishing continued tenancy in said dormitory based on the proviso in the same item, the employee shall submit a Request of Suspension of Removal including the reasons for said suspension and other relevant documents to The President for approval by the deadline defined in the same item.
6. Upon receipt of the request detailed in the foregoing item, The President 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 Item 1.
7. The president must demand the payment of damages in accordance with Item 3 to tenants failing to vacate the dormitory before the due date defined in Items 1 and 2.

(Dormitory Standards)

Article 11: Dormitory standards are as follows:

Total Area	Standard
Less than 25 m ²	a

Between 25 m ² and smaller than 55 m ²	b
Between 55 m ² and smaller than 70 m ²	c
Between 70 m ² and smaller than 80 m ²	d
More than 80 m ²	e

(Request and Approval of Tenancy)

Article 12: Employees wishing to rent a dormitory shall submit to The President 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 Roommates)

Article 13: In cases where the Employee renting a dormitory wishes 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 President, said letter to include such details as the names, ages, reason for occupancy and other relevant information.

(Criteria for Tenancy)

Article 14: In principle, permission shall be granted by The President for tenancy in a dormitory complying with the standards, detailed in the right column in the table hereunder, to Employees conforming to the requirements listed in the left column of the same table (equivalent to Regular Service Basic Salary Table (1)).

Class	Standard
Designated Duties, Class 9 and 10	e and lower
Class 6,7 and 8	d and lower
Class 3,4 and 5	c and lower
Class 2 and lower	b and lower

2. In principle, unmarried Employees shall be eligible only for tenancy of single rooms.
3. Notwithstanding the provisions of the foregoing item 2, Employees of class 3, 4, and 5 with 3 or more dependents shall be eligible for tenancy in dormitory accommodation up to standard d and Employee of class 2 or less, in dormitory accommodation up to standard c.

(Timing of Occupancy)

Article 15: Employees in receipt of approval for tenancy shall occupy the dormitory within 10 days of the date for occupancy stipulated in the letter of approval. However, where extenuating circumstances exist, the date of occupancy may be extended subject to the approval of The President.

2. The President 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 stipulated in the foregoing item.

(Approval for Remodeling, etc.)

Article 16: 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 foregoing item, The President 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 17: 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

President 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 18: The president may nominate Employees who are tenants as superintendents the duties of whom shall comprise the maintenance and management of dormitories.

(Records Pertaining to the Current State of Dormitories)

Article 19: Records clearly detailing the current status of dormitories shall be kept.

2. Said records shall include ages and rents of tenants.

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 20: 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 14th April 2004 and applied from 1st 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 staff 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, 30th May, 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 Osaka University Hospital shall be determined separately.

Supplementary Provisions

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

Supplementary Provisions

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

Supplementary Provisions

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

Appendix

Name	No. of Building	Address
Tsukumodai joint dormitory	Nos. 35~45	5 Tsukumodai, Suita City
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

Name	No. of Building	Address
Ishibashi dormitory(2)	Nos. 1~5	1-12 Machikaneyama-cho, Toyonaka City
Ishibashi dormitory(4)		3-11-3 Ishibashi, Ikeda City
Midorigaoka dormitory	Nos. 1~2	1-4 Nishi-Midorigaoka, Toyonaka City
Mefu dormitory	Nos. 1~2	1-14 Mefu, Takarazuka City
Sakurano-cho dormitory		3-11-2 Sakurano-cho, Toyonaka City
Osaka University Hospital Dormitory for Nurses	—	—