

Note: This translation is for reference purposes only. Should any discrepancies arise between the English and Japanese versions, the Japanese version is the authoritative version, thus the Japanese version will be deemed valid.

Nara Institute of Science and Technology Employment Regulations for Education and Research Fixed-term Contract Employees

March 29, 2005
Regulations No. 1

I. General provisions

Article 1 (Purpose)

1. These Regulations stipulate the employment conditions, employment conduct, and other employment-related matters regarding fixed-term contract employees (hereinafter referred to as "Employees") employed by the Nara Institute of Science and Technology (hereinafter referred to as "NAIST") for specified periods, who are engaged in employment related to education and/or research, or employment requiring advanced technical knowledge and/or experience.
2. The titles and job descriptions of the Employees referred to in the preceding Paragraph shall be as follows:

(1) Specially-appointed Professor	Employment as a professor on projects such as contract research
(2) Specially-appointed Associate Professor	Employment as an associate professor on projects such as contract research
(3) Specially-appointed Instructor	Employment as an instructor on projects such as contract research
(4) Specially-appointed Assistant Professor	Employment as an assistant professor on projects such as contract research
(5) Doctoral Research Fellow	Research work related to projects such as contract research (post-doctorate)
(6) Research Fellow	Research work relating to projects such as contract research
(7) Research Technician	Technical support for research related to projects such as contract research that requires advanced knowledge, experience and/or specialized skills
(8) Research Assistant	Support for required research for effective promotion of research projects, etc., under guidance of the responsible faculty member.
(9) Teaching Assistant	Course support (lab work, practicums, exercises, etc.) for educational activities of faculty members in charge of the course
3. The employment conditions and other employment-related matters pertaining to person(s) stipulated in Items (8) and (9) of the preceding paragraph shall be governed by separate stipulations, in addition to these Regulations.

Article 2 (Term of employment contracts, etc.)

1. The term of Employee employment contracts, which shall not extend beyond the fiscal year in which the employment contract commences, shall be determined on an individual Employee basis.
2. Employment contracts may be renewed should NAIST deem it necessary.
3. When renewing employment contracts pursuant to the stipulations of the preceding paragraph, the renewed contracts shall terminate no later than five (5) years (the duration of a stipulated project in the case of employment in order to execute a project to be performed within a specified time period, such as contract research) from the commencement of the initial employment contract; provided, however, that contract renewal may extend beyond five years (the duration of a stipulated project in the case of employment in order to execute a project to be performed within a specified time period, such as contract research) when, and only when, NAIST deems it particularly necessary.

Article 3 (Laws, ordinances, etc.)

For matters not provided for herein, the provisions of the Labor Standards Act (Act No. 49, 1947; hereinafter referred to as the "Labor Act"), National University Corporation Act (Act No. 112, 2003; hereinafter referred to as the "University Corporation Act") and other relevant laws and ordinances shall apply.

II. Hiring, resignation, etc.

Section 1 Hiring

Article 4 (Hiring)

1. Employees shall be hired on a selection basis.
2. Any person(s) over seventy (70) years of age shall not be hired; provided, however, the foregoing shall not apply when hiring persons seventy (70) years of age, if said person is to be employed from or after the date they turn seventy (70) to the first March 31 thereafter.
3. Notwithstanding the provision of the foregoing paragraph, person(s) over seventy (70) years of age may be hired when deemed necessary by the President

Article 5 (Statement of employment conditions)

When hiring Employees, NAIST shall issue documents indicating the following items:

- (1) Information relating to the place of employment and the duties to be performed
- (2) Information relating to wages
- (3) Information relating to the term of the employment contract and the criteria for renewal
- (4) Information relating to the starting and ending times, the presence or absence of overtime employment, break periods, holidays and leave
- (5) Information relating to retirement and resignation (including reasons for dismissal)

Article 6 (Documents to be submitted)

1. Persons who are hired as Employees must promptly submit the following documents to NAIST subsequent to hiring; provided, however, that the submission of some documents may be foregone with the permission of NAIST:
 - (1) Resume
 - (2) Diploma or Graduation Certificate
 - (3) Certificate of residence

- (4) Other documents NAIST deems necessary
2. Employees must report changes in the contents of the aforementioned documents promptly in each instance of change.

Article 7 (Starting employment)

Employees must assume their post immediately upon being hired.

Section 2 Resignation

Article 8 (Retirement and resignation)

In the event of any of the following, Employees shall be considered to have resigned or retired as of the date indicated with said circumstance:

- (1) Expiration of the term of employment contract: date of expiration
- (2) Upon death: date of death
- (3) Upon resignation pursuant to the following article: date deemed to be the date of resignation by NAIST

Article 9 (Resignation by notice from employee)

1. When submitting resignation during the term of the relevant employment contract, Employees shall submit a notice of resignation to NAIST at least thirty (30) days prior to the planned date of resignation; provided, however, that the foregoing shall not apply in the event that NAIST authorizes otherwise.
2. Employees must continue to work subsequent to the submission of a notice of resignation pursuant to the stipulation of the preceding paragraph until the date of resignation.

Article 10 (Responsibilities of resignee(s))

1. Person(s) who have resigned from NAIST (hereinafter referred to as "Resignee(s)") must promptly return equipment, documents, and all other items held thereby.
2. Resignee(s) must complete the transfer of duties by the designated date.
3. Resignee(s) must not divulge confidential information learned in the course of employment.

Section 3 Dismissal

Article 11 (Dismissal)

1. Employees shall be dismissed in the event of any of the following:
 - (1) The Employees become an adult ward or warrantee
 - (2) The Employees are subjected to imprisonment or heavier legal penalties
2. Employees may be dismissed prior to the expiration of the term of employment contract in the event of any of the following:
 - (1) Unsatisfactory employment performance
 - (2) Impairment or the lack of ability to perform their duties due to physical and/or mental disorders or conditions
 - (3) In addition to the preceding two items, a lack of relevant qualifications necessary for the employment duties
 - (4) Management or business reasons beyond NAIST's control
3. Thirty (30) days' notice shall be given when dismissing Employees pursuant to the stipulations of the preceding two paragraphs.

Article 12 (Responsibilities of dismissed person(s))

1. Person(s) who are dismissed by NAIST must promptly return equipment, documents, and all other items held thereby.
2. Person(s) who are dismissed by NAIST must not divulge confidential information obtained through the course of employment.
3. Person(s) who are dismissed by NAIST must complete the transfer of duties to his/her replacement by the designated date.

III. Wages

Article 13 (Wages)

Employee wages shall be in accordance with the Nara Institute of Science and Technology Salary Regulations for Education and Research Fixed-Term Contract Full-time Employees (Regulations No. 7, 2005; hereinafter referred to as the "Regular Wage Regulations") and the Nara Institute of Science and Technology Salary Regulations for Education and Research Fixed-Term Contract Part-time Employees (Regulations No. 8, 2005; hereinafter referred to as "Part-Time Salary Regulations").

IV. Employee Conduct

Article 14 (Fiduciary duty of loyalty)

1. Employees must perform their duties fairly and in good faith, keeping focus on their employment obligations, with an awareness of the public nature of the mission and services of a national university as stipulated in the University Corporation Act.
2. Employees must not engage in conduct that conflicts with the interests of NAIST.

Article 15 (Compliance with laws and ordinances)

Employees must comply with laws, ordinances, rules established by NAIST, and other regulations, follow the orders and instructions of immediate managers, and perform duties in cooperation with other Employees.

Article 16 (Prohibition of disreputable conduct)

Employees must not engage in conduct that will undermine the reputation or credibility of NAIST.

Article 17 (Confidentiality)

Employees must not divulge confidential information obtained through the course of employment; provided, however, that the foregoing shall not apply when testifying as a witness, expert witness or the like pursuant to laws or ordinances with the permission of NAIST.

Article 18 (Maintaining ethics)

The maintenance of ethics relating to Employee duties shall be separately stipulated.

Article 19 (Harassment prevention)

1. Employees must not perform verbal or physical actions that are deemed offensive or of a harassing nature and violate the rights of person(s) involved.
2. Measures to prevent the harassment of Employees shall be separately stipulated.

Article 19-2 (Handicapped discrimination prevention)

Employees must not perform verbal or physical actions that discriminate against or violate the rights and gains of handicapped persons on the basis of their handicap(s).

V. Employment hours, etc.

Article 20 (Fixed Employment Hours)

1. Employment hours not to exceed forty (40) hours per week and eight (8) hours per day shall be prescribed for Employees on an individual basis; provided, however, that prescribed employment hours shall be thirty (30) hours or less per week for those other than Employees whose prescribed employment hours are forty (40) hours per week.
2. The duration of break periods for Employees whose prescribed employment hours are forty (40) hours per week (hereinafter referred to as "Regular Employees") shall be sixty (60) minutes; and the starting and ending time of employment, and break period shall be as follows:
 - (1) Starting Time 8:30 AM
 - (2) Ending Time 5:30 PM
 - (3) Break Period From Noon to 1:00 PM
3. Notwithstanding the stipulations of the preceding paragraph, the starting and ending time of employment, and the break period may be established within the period from 5:00 AM to 10:00 PM for employment days, excluding the holidays stipulated in the following article, should there be a particular business-related need to do so, to the extent that one (1) employment day does not exceed eight (8) hours.
4. The duration of break periods for Employees whose fixed employment hours are thirty (30) hours or less per week (hereinafter referred to as "Part-Time Employees") shall be sixty (60) minutes, and the starting and ending time of employment, and break period shall be determined on an individual basis; provided, however, that there shall be no break period for Employees whose fixed employment hours are less than four (4) hours per day.

Article 21 (Discretionary labor system)

In the event that the means of performing employment must be left largely to the discretion of an Employee due to the nature of the labor required, the relevant Employee shall be deemed to have worked the hours set forth in the labor-management agreement in accordance with the stipulations of Article 38-3 of the Labor Act.

Article 22 (Holidays)

1. Employee holidays shall be as follows:
 - (1) Sundays
 - (2) Saturdays
 - (3) Holidays stipulated in the National Holidays Act (Act No. 178, 1948)
 - (4) December 29 through January 3 of the following year (excluding the holidays listed above)
 - (5) NAIST's anniversary (October 1)
 - (6) Other days specified by NAIST
2. The holiday referred to in Item 1 of the preceding paragraph shall be a statutory holiday.

Article 23 (Substituting holidays)

Should it be necessary to order an Employee to work on a holiday set forth in the preceding article, a substitute holiday may be designated.

Article 24 (Overtime and holiday employment)

- 1. If necessary for business purposes, NAIST may order an Employee to work in excess of the fixed employment hours or work on a holiday (hereinafter referred to as "Overtime Employment").
- 2. In the event of the preceding paragraph, should said Overtime Employment exceed the statutory employment hours of eight (8) hours per day or forty (40) hours per week or involve working on a statutory holiday, four (4) days of which are required every four (4) weeks, the order shall be given pursuant to the provisions of the labor-management agreement in accordance with the stipulations of Article 36 of the Labor Act.

Article 24-2 (Compensation for overtime employment)

- 1. With respect to Employees subject to the payment of overtime compensation pursuant to the provisions of Article 7 Paragraph 2 of the Regular Salary Regulations or Article 7 Paragraph 3 of the Part-Time Salary Regulations and holiday compensation pursuant to the provisions of Article 8 Paragraph 2 of the Regular Salary Regulations or Article 8 Paragraph 2 of the Part-Time Salary Regulations, NAIST may designate, pursuant to separate stipulations according to the provisions of the labor-management agreement in accordance with Article 37 Paragraph 3 of the Labor Act, all or a part of the employment hours of an employment day (excluding holidays stipulated in Article 22 Paragraph 1) within a separately stipulated period as the time to be taken off in lieu of the payment, in part, of the relevant compensation (hereinafter referred to as "Overtime Compensation Time").
- 2. Should Overtime Compensation Time be designated with respect to Employees pursuant to the provisions of the preceding paragraph, the Employees shall not be required to work even during the prescribed employment hours corresponding to said Overtime Compensation Time, unless specifically ordered to work.

Article 25 (Emergencies and disasters)

- 1. NAIST may order Employees to temporarily work in excess of fixed employment hours or on a holiday, to the extent necessary, should there be a need therefor due to disasters or other reasons beyond the NAIST's control.
- 2. The necessary procedures stipulated in Article 33 Paragraph 1 of the Labor Act shall be followed when giving an order to work as set forth in the preceding paragraph.

Article 26 (Authorization not to work)

Employees may be authorized not to work certain employment hours pursuant to separate stipulations.

Article 27 (Types of leave)

Employees shall be entitled to annual paid leave and special leave.

Article 28 (Annual paid leave)

- 1. The number of days of annual paid leave to be granted shall be the number of days in the category of the Days of annual leave granted, in accordance with the appropriate category of the days per week/days per year column.

	Employment days per week/year	Details
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			5	4	3	2	1	Weekly schedule employees For employees working 4 days or less and 30 or more hours a week, 5 day category is applied
			217 or more	169 to 216	121 to 168	73 to 120	48 to 72	Non-weekly schedule employees
Days of annual leave granted	At date of employment		10	7	5	3	1	Not applicable to employment contracts less than 6 months
	Period of continuous employment from date of employment	1 year	11	8	6	4	2	Applicable only when reported to work 80% or more of employment days in the previous year
		2 years	12	9	6	4	2	
		3 years	14	10	8	5	2	
		4 years	16	12	9	6	3	
		5 years	18	13	10	6	3	
		6 years or more	20	15	11	7	3	

2. Any of the following periods shall be deemed to be part of the period worked in the calculation of the number of days reported to work clause of the preceding paragraph:
 - (1) Time taken off work to recuperate from an industrial accident stipulated in Item 1 or a commuting accident stipulated in Item 2 under Article 7 Paragraph 1 of the Workmen's Accident Compensation Insurance Act (Act No. 50, 1947; hereinafter referred to as "Workmen's Compensation Act")
 - (2) Time taken off on pre-partum maternity leave stipulated Item 10 or post-partum maternity leave stipulated in Item 11 of Article 29 Paragraph 1 below
 - (3) Time taken off on childcare leave stipulated in Article 30
 - (4) Time taken off on care leave stipulated in Article 31
 - (5) Time taken off on annual paid leave
 - (6) In addition to the foregoing, the period specifically deemed necessary by NAIST
3. When taking annual paid leave, Employees must obtain the authorization of his/her immediate manager on the timing thereof.
4. Should granting annual paid leave at the time requested by Employees be deemed disruptive to the normal operation of business, said leave may be granted at a different time.
5. For those Employees who are granted ten (10) or more days of annual paid leave according to the stipulations of paragraph 1 above, NAIST may consult with this Employee and regard the Employee's opinion in specifying the timing to take up to five (5) days (When the Employee has taken annual paid leave according to paragraph 3 above, the days of annual paid leave (If the number is more than five (5) days, then it will be five (5) days.) will be subtracted from these five days.) of annual paid leave from the total number of days of annual paid leave.

6. Annual paid leave shall be taken on a one (1) day basis; provided, however, that it may be taken on an hourly basis should it be deemed particularly necessary.
7. Annual paid leave (excluding annual leave that had been carried over pursuant to the stipulations of this paragraph) may be carried over to the subsequent one (1) year period to the extent that the total number of days available does not exceed twenty (20) days.

Article 29 (Special leave)

1. Leave of the respective durations indicated shall be granted in each of the following cases pursuant to Employee request; provided, however, that Employee requests shall not be required for the special leave set forth in Item 7:
 - (1) When it is deemed inevitable that Employees shall leave work in order to exercise the right to vote or any other civil right: period deemed necessary
 - (2) When it is deemed inevitable that Employees shall miss employment in order to appear in the Diet, court, municipal assembly, or any other government office as a citizen judge, sworn witness, expert witness, unsworn witness or the like: period deemed necessary
 - (3) When it is deemed appropriate for Employees not to work due to one of the following situations or a situation comparable thereto, as a result of an earthquake, flooding, fire, or other disasters: period not to exceed seven (7) days
 - a. When the current residence of the Employees is lost or damaged and the Employees are engaged in recovery and/or other efforts with respect thereto, or have been temporarily evacuated
 - b. When there is a significant lack of water, food, and other items necessary for the livelihood of the Employees and the Employee's household members, and said Employees are the only individuals capable of securing such items
 - (4) When it is deemed extremely difficult to report to work due to an earthquake, flooding, fire, or other disasters, or a transportation accident, or the like: period deemed necessary
 - (5) When it is deemed inevitable that Employees shall miss work in order to avoid bodily injury during their commute in the event of an earthquake, flooding, fire, or other disasters, or a transportation accident, or the like: period deemed necessary
 - (6) When it is deemed appropriate, in the event of the death of a relative (limited to relatives listed in the "Relative" column of Appendix I), for Employees not to work due to the funeral, mourning, or other events deemed necessary in connection with the death of the relative: period not to exceed the consecutive number of days corresponding to the Employees relation to the relative (plus the number of days required for round-trip travel when traveling to a distant location for the funeral services), which is listed in the "Number of Days" column of the same table
 - (7) Institute-wide summer holiday: period of three (3) days from the day of the week on which August 1 of the given fiscal year falls (period not to exceed three (3) consecutive days, excluding the holidays stipulated in Item 1 through 3 of Article 22, in the period from July through September of the relevant fiscal year, should it be necessary to report to employment, go on a business trip, or otherwise work), as prescribed in Appendix 2
 - (8) When it is deemed appropriate for an Employee to not work during summer for the purpose of Obon holiday events, maintenance or enhancement of mental or physical health, or enhancement of domestic life: In the period from July through September of one year, a period within the scope of three consecutive days, excluding the holidays stipulated in Article 22.1.1 through Article 22.1.3 and the workdays for which the Hours of Compensatory Leave for Overtime were designated for all of the employment hours of the workdays stipulated in Article 24.2.1

- (9) When it is deemed appropriate for Employees not to work in order to refresh his/her mind and body and/or to improve his/her family life: period not to exceed three (3) days per a given fiscal year (with the exception of Part-Time Employees)
- (10) When Employees file for registration as a bone-marrow or a peripheral stem cell donor for a bone-marrow or a peripheral stem cell transplant with a party undertaking the registration therefor and it is deemed inevitable that the Employee shall miss employment due to examination, hospitalization, or any other necessary activities related to bone-marrow donation: period deemed necessary
- (11) When requested by female Employees expected to deliver within six (6) weeks (fourteen (14) weeks in the case of multiple pregnancy): period requested, ending on the date of delivery
- (12) When female Employees gives birth: period not to exceed eight (8) weeks following delivery (excluding, in cases in which the relevant Employee asks to return to employment after six (6) weeks following delivery, the period deemed permissible by a physician to engage in employment.)
- (13) When Employees raising a child less than twelve (12) months of age are engaged in activities, such as breast feeding, that are deemed necessary in order to care for the child: two (2) periods per day of no more than thirty (30) minutes each (male Employees are authorized leave pursuant to this item (or a leave corresponding to this leave) on the day a parent of the child other than the Employee himself seeks to use this leave; alternatively, when childcare leave is requested on the same day pursuant to the stipulations of Article 67 of the Labor Act, a period not to exceed the period obtained by subtracting the period approved or the period requested from the two (periods) per day of thirty (30) minutes each)
- (14) When it is deemed inevitable that Employees shall miss employment due to the need to recuperate from an injury or illness: period not to exceed ten (10) days in a given fiscal year (period deemed necessary for recuperation from an employment-related injury or illness)
- (15) When it is deemed appropriate for Employees caring for a pre-school aged child (including the child of a spouse; the same shall apply hereinafter in this Item) not to work in order to provide nursing care (provision of care, as separately stipulated by NAIST, necessary in the event of an injury or sickness of the child, or in order to prevent sickness): period not to exceed five (5) days in a given fiscal year (ten (10) days, in the event said Employee is caring for two (2) or more pre-school aged children)
- (16) When it is deemed appropriate for Employees not to work in order to provide care, in the event said Employee is providing nursing and other types of care separately stipulated by NAIST to any one of the following persons (limited to persons residing with the Employee in the case of b and c), who has been disabled for a period of two (2) weeks or longer by injury, sickness, or advanced age (hereinafter referred to as "Disabled Individual" in this Item): period not to exceed five (5) days in a given fiscal year (ten (10) days, should there be two (2) or more Disabled Individuals)
 - a. Spouse (including a partner in a de facto marriage who is not officially registered as a spouse; the same shall apply hereinafter in this Item), parent, child, or parent of spouse
 - b. Grandparent, grandchild, or sibling
 - c. Person who is deemed to be a de facto parent of an Employee or the spouse of the Employee, and person who is deemed to be a de facto child of an Employee, as separately stipulated by NAIST
- (17) When it is deemed appropriate for Tenure Track Faculty Member(s) (Faculty Member(s) employed under the Nara Institute of Science and Technology's Tenure Track Regulations) not to work in order to perform activities that further or improve said Employee(s') capabilities and/or qualifications relating to education and research, or the equivalent of these activities: period from thirty (30) to sixty (60) consecutive days.

- (18) Other cases specially authorized by NAIST: period deemed necessary
2. Wages shall be paid during the periods corresponding to the leaves referred to in Items 1 through 9 of the preceding paragraph, and wages shall not be paid during the periods corresponding to the leaves referred to in Items 10 through 18 of the same paragraph.

Article 30 (Childcare leave)

Childcare and Nursing-Care Leave Regulations for Fixed-term Contract Employees of the Nara Institute of Science and Technology (Regulations No. 9, 2005) shall be applied mutatis mutandis with respect to childcare leave.

Article 31 (Nursing-care leave)

Childcare and Nursing-Care Leave Regulations for Fixed-term Contract Employees of the Nara Institute of Science and Technology (Regulations No. 9, 2005) shall be applied mutatis mutandis with respect to nursing-care leave.

VI. Business trips

Article 32 (Business trips)

1. NAIST may order Employees to travel on business, if necessary for duties.
2. Employees who are ordered to travel on business must, upon completion of travel, promptly report to their immediate managers of the outcome.
3. Matters necessary for business trips shall be separately stipulated.

VII. Recognition and disciplinary actions

Article 33 (Recognition)

NAIST shall recognize, by separately stipulated means, Employees in the event of one of the following:

- (1) Significant achievement related to their employment
- (2) Considerable contribution to the improvement of operation efficiency
- (3) Other achievements for which NAIST deems recognition appropriate

Article 34 (Disciplinary actions)

1. In the event of one of the following, NAIST may impose disciplinary measure(s) on Employees depending on the degree of their illicit conduct:
 - (1) Absence without permission and without due reason
 - (2) Neglect of employment, including frequent tardiness and early departures, without reasonable cause
 - (3) Causing NAIST damages by design or gross negligence
 - (4) Tarnishing the reputation or the credibility of NAIST
 - (5) Disrupting the order or the morals within NAIST through undesirable behavior
 - (6) Serious misrepresentation of professional background or academic history
 - (7) Conduct constituting violation of the criminal law
 - (8) Conduct in violation of matters to be observed in accordance with these Regulations or other rules and regulations of NAIST, or adverse behavior comparable to any of the preceding items
2. When taking disciplinary action against Employees, NAIST shall issue an explanation indicating the reasons therefor.

3. When taking disciplinary action against Employees, NAIST shall provide Employees with an opportunity to vindicate themselves.

Article 35 (Types of disciplinary measures)

The types and contents of disciplinary measures shall be as follows:

- (1) Reprimand: confirmation of the Employees responsibility and the Employees are cautioned about their future conduct.
- (2) Salary reduction: the Employees salary is reduced by an amount not to exceed one half (1/2) of the daily average salary for a total reduction of no more than one tenth (1/10) of the total salary for a single payment period.
- (3) Suspension: the Employees are suspended from employment without pay for a period not to exceed three (3) months.
- (4) Resignation under instruction: the Employees are instructed to resign as means of dismissal. Failure to comply shall result in punitive dismissal.
- (5) Punitive Dismissal: the Employee is dismissed immediately without advance notice of dismissal.

Article 36 (Admonitory warnings)

In addition to the actions stipulated in the preceding paragraph, NAIST may issue warnings, strong warnings, and admonitory warnings if necessary for insuring diligent performance of duties and maintaining discipline.

Article 37 (Indemnity)

In the event of damage or loss incurred by NAIST by design or gross negligence of Employees, NAIST shall, in addition to subjecting said Employee to disciplinary measures, require compensation for said damage in whole or in part.

VIII. Safety and health

Article 38 (Safety and health measures)

1. In accordance with the Industrial Safety and Health Act (Act No. 57, 1972) and other relevant laws and ordinances, NAIST shall take necessary measures to ensure the safety and promote the health of Employees.
2. With regards to safety and health, Employees must follow the instructions of NAIST and cooperate with safety and health measures implemented by NAIST, in addition to complying with the Industrial Safety and Health Act Law and other relevant laws and ordinances.
3. In addition to the matters stipulated in this Chapter, matters necessary for safety and sanitation shall be separately stipulated.

Article 39 (Education on safety and sanitation)

Employees must participate in seminars and training for ensuring safety, sanitation, and health, which are conducted by NAIST.

Article 40 (Emergency and disaster measures)

Should Employees discover a fire or other emergencies and disasters, or learn of the possibility of such, he/she must take emergency measures, promptly contact his/her immediate manager and other parties concerned, and make efforts to minimize damages in accordance with the instructions thereof

Article 41 (Safety and sanitation rules to be observed)

Employees must observe the following rules in order to ensure safety and sanitation:

- (1) Follow and execute their immediate manager orders and instructions relating to safety and sanitation
- (2) Keep the workplace orderly and clean at all times, and make efforts to prevent fire and improve workplace cleanliness
- (3) Refrain from moving safety and sanitation equipment, fire extinguishing equipment, other hazard prevention equipment, or the like, without permission or entering relevant areas without authorization.
- (4) Observe other rules stipulated by NAIST in order to ensure safety and sanitation.

Article 42 (Health examinations)

1. In addition to conducting regular health examinations on an annual basis, NAIST shall conduct additional health examinations for all or a portion of Employees as needed.
2. In addition to the health examinations referred to in the preceding paragraph, health examinations regarding special items shall be conducted with respect to Employees engaging in hazardous employment, etc., as stipulated by laws and ordinances.
3. Should it be deemed necessary, based on the result of health examinations referred to in the preceding paragraphs, NAIST shall place Employees on compulsory leave, limit their employment hours, or devise other measures necessary to maintain the health of said Employees.
4. Employees may not refuse the health examinations referred to in Paragraphs 1 and 2 or the measures referred to in the preceding paragraph without due cause.

Article 43 (Compulsory leave)

1. In the event of one of the following, NAIST may place Employees on compulsory leave:
 - (1) Employees, their cohabitants, or neighbors contract or are suspected of having contracted an infectious disease (including tuberculosis).
 - (2) There is risk that continuing to work will exacerbate a medical condition.
 - (3) Circumstances comparable to one of the foregoing are present.
2. Employees must notify their immediate manager promptly in the event of Item 1 or 2 of the preceding paragraph and follow the instructions thereof.

IX. Health, safety and welfare of female employees

Article 44 (Employment Restrictions for Pregnant Employees)

Pregnant Employees or those less than one year post-partum (hereinafter referred to as "Pregnant Employees") shall not be allowed to engage in employment that may be harmful to pregnancy, delivery, nursing, etc.

Article 45 (Restriction of late-night and overtime employment for pregnant employees)

Pregnant Employees, if so requested to NAIST by said Employee, shall not be required to work during the period from 10:00 pm to 5:00 am of the following day, beyond prescribed employment hours, or holidays.

Article 46 (Reduction of workload for pregnant employees)

Pregnant Employees, if so requested to NAIST by said Employee, shall be subject to reduced workload or be assigned lighter tasks.

X. Employee services

Article 47 (Employee service facilities)

1. Employees may use the following facilities of NAIST for recreational purposes:
 - (1) University Union
 - (2) "Guesthouse Sentan" (social facility for researchers)
2. The use of facilities listed in the preceding paragraph shall be governed by separate stipulations.

XI. Accident compensation

Article 48 (Industrial Accidents)

Industrial accidents relating to Employees shall be handled in accordance with the stipulations of the Labor Act and the Workmen's Compensation Act.

Article 49 (Commuting accidents)

Commuting accidents relating to Employees shall be handled in accordance with the stipulations of the Workmen's Compensation Act.

XII. Employee inventions, etc.

Article 50 (Employee inventions)

Matters necessary for the attribution of rights relating to inventions, ideas, or literary works of Employees developed in the course of their employment (hereinafter referred to as the "Employee Invention") and other matters necessary in handling the Employee Invention shall be separately stipulated.

Supplementary provisions

(Implementation date)

1. These Regulations shall come into effect as of April 1, 2005.
(Exception to Calculation of Period of Continuous Employment)
2. "Period of continuous employment," as used in Paragraph 1 of Article 28, shall include the continuous employment period as a Nara Institute of Science and Technology Employee on or before March 31, 2005.

Supplementary provisions

These Regulations shall come into effect on April 1, 2006.

Supplementary provisions

These Regulations shall come into effect on April 1, 2007.

Supplementary provisions

These Regulations shall come into effect on April 1, 2008.

Supplementary provisions

These Regulations shall come into effect on April 1, 2009.

Supplementary provisions

These Regulations shall come into effect on April 1, 2009.

Supplementary provisions

These Regulations shall come into effect on May 21, 2009.

Supplementary provisions

These Regulations shall come into effect on April 1, 2010.

Supplementary provisions

These Regulations shall come into effect on April 1, 2010.

Supplementary provisions

These Regulations shall come into effect on June 30, 2010.

Supplementary provisions

These Regulations shall come into effect on July 1, 2011.

Supplementary provisions

These Regulations shall come into effect on April 1, 2013.

Supplementary provisions

1. These Regulations shall come into effect on July 1, 2014.

2. Tenure Track Faculty employed before the aforementioned date shall be governed in accordance to the previous stipulations, notwithstanding provisions of item 1 of Article 29 of the current Regulations.

Supplementary provisions

These Regulations shall come into effect on January 1, 2016.

Supplementary provisions

(Date of enforcement)

1. These Regulations shall come into effect on January 1, 2020.

(Interim provisions)

2. On the day before the date these Regulations shall be enforced (hereinafter referred to as "Enforcement Date"), of those Employees who are stipulated in Article 1.1 of the pre-revised Nara Institute of Science and Technology Employment Regulations for Education and Research Fixed-term Contract Employees (Hereinafter referred to as "Pre-revised Regulations") and wish to continue working after the Enforcement Date, for the employees who were hired after July 2, 2019 the rereading of the table in Article 28.1 of the revised Nara Institute of Science and Technology Employment Regulations for Education and Research Fixed-term Contract Employees (hereinafter referred to as "Revised Regulations") where "At date of employment" is read as "As of January 1, 2020" shall be applicable.

3. On the day before the Enforcement Date, of those Employees who are stipulated in Article 1.1 of the Pre-revised Regulations and wish to continue working after the Enforcement Date, for the employees who were hired before July 2, 2019, notwithstanding the stipulations of Article 28.1 of the Revised Regulations, the previous examples shall be followed

Supplementary provisions

These Regulations shall come into effect on April 1, 2020.

Appendix 1 (Relevant to Paragraph 1 Item 6 of Article 29)

Relative	Number of Days
Spouse	7 days
Parent	7 days
Child	5 days
Grandparent	3 days (7 days, when Employee will receive inheritance per stirpes, and inherit ritual equipment, etc.)
Grandchild	1 day
Sibling	3 days
Uncle or aunt	1 day (7 days, when Employee will receive inheritance per stirpes, and inherit ritual equipment, etc.)
Parent's spouse or spouse's parent	3 days (7 days, if covered by same budget as Employee)
Child's spouse or spouse's child	1 day (5 days, if covered by same budget as Employee)

Grandparent's spouse or spouse's grandparent	1 day (3 days, if covered by same budget as Employee)
Sibling's spouse or spouse's sibling	1 day (3 days if covered by same budget as Employee)
uncle's or aunt's spouse	1 day

Appendix 2 (Relevant to Paragraph 1 Item 7 of Article 29)

Day of the week August 1 falls on	Institute-wide summer holiday
Sunday	August 13, 16, 17
Monday	August 15, 16, 17
Tuesday	August 14, 15, 16
Wednesday	August 13, 14, 15
Thursday	August 14, 15, 16
Friday	August 13, 14, 15
Saturday	August 12, 13, 14