

「国立研究開発法人科学技術振興機構外国人研究者宿舎」利用規定
Terms and Conditions for Users of Japan Science and Technology Agency
International Residence for Researchers: Ninomiya House

“Terms and Conditions for Users of Japan Science and Technology Agency International Residence for Researchers” (Form 6) is to define the matters to be observed by the users of Ninomiya House (the “Users”), which is operated by Japan Science and Technology Agency (“JST”) and their host research organizations (the host research organizations which have submitted the “Application and Permission for Use of JST Ninomiya House” (Form 1); “The host research organization”) to use JST’s Ninomiya House (“Ninomiya House”). In addition, the Users shall be obligated to ensure that their guests also comply with these terms and conditions.

These terms and conditions (the “Rules”) may be changed based on reasonable necessity and after notifying by a period and method deemed reasonable by JST. The Users and the host research organizations shall be responsible for complying with all contents of the latest version of the Rules.

These Rules were last revised on 23th June 2023 and replace all previous Rules.

The Users and their host research organizations shall comply with the following items regarding the use of Ninomiya House. Failure to do so may result in cancellation of permission to use Ninomiya House, eviction and claims for damages, by JST’s sole decision. Upon commencing the use of Ninomiya House, the Users and their host research organizations pledge to comply with all of the following provisions, and sign and submit “the Oath and Report of the Commencement of Use for JST Ninomiya House” (Form 2-1).

1. MOVE-IN AND MOVE-OUT PROCEDURES:

- (1) The person who wants to use Ninomiya House shall submit “Application and Permission for Use of Ninomiya House” (Form 1) and a certificate of employment or invitation issued by the research organization to the Ninomiya House Office (the “Office”) at least one month before the day for move-in.
- (2) On the first day of the use of the room, accompanied by his/her host researcher of the host research organization, and also the submission of the “Oath and Report of the commencement of Use for Ninomiya House” (Form 2) together with this Rule (Form6) duly completed with necessary matters, the User may enter the room after receiving the key from the Office. The User shall sign and submit the “Interior Equipment and Fixtures List” (Form 4) to the Office within 7 days of move-in as conclusive evidence of existing defects, damages or conditions and of a full inventory of furniture and fixtures. If User fails to conduct the room inspection, to submit the signed Form 4, or specifically dissent in writing to any damage or defect, then the User shall be deemed to waive the right to dispute any assessment of damage to the room at the termination of the use of the room.
- (3) When terminating his/her usage period, the User shall submit the “Report of Withdrawal from Ninomiya House” (Form 3) to the Office. On leaving Ninomiya House, the User shall pay all charges and fees (the “Charges”) set forth in Article 5. The room inspection shall be carried out before making the final payment. The User will receive the notice of room inspection at least one week before move-out. The User shall neatly put in order and clean the room and the furnishings therein for the inspection by the Office staff at the appointed time on the notice. The User shall be responsible for the compensation of damages in the event of breakage, loss and/or soiling of the room and/or furnishings, pursuant to the compensation for damages provisions in Article 11.
- (4) When the User moves out, he/she shall return to the Office all keys issued to the User by the Office and shall evacuate his/her room within the Office reception hours. If all keys issued to the User are not returned to the Office, the User shall pay all costs associated with re-keying locks to the building along with the cost of shipping and installation of all keys.

2. PERIOD OF USE:

- (1) The maximum usage period of Ninomiya Houses is 5 years.
- (2) If, after the commencement of the usage of the room, the User wishes to change the usage period which was permitted by JST, the “Application for Change of Use of Ninomiya House” (Form 5) shall be completed and submitted to the Office via his/her host researcher. The usage period may only be changed with the approval of JST.
 - a) In the case of reducing his/her usage period by 15 days or more, the User shall notify the Office officially and submit “Application for Change of Use of Ninomiya House” (Form 5) at least 3 weeks before the day that the User wants to vacate the room. In case of a delay in submission, except as permitted by JST, the User shall pay the full amount of one-month’s usage for his/her room.
 - b) If an extension of the usage of the room for 15 days or more is required, the User shall contact with and

submit the “Application for Change of Use of Ninomiya House” (Form 5) to the Office at least 6 months before the end of the original usage period. If there is no other room available for such extended period, this request for an extension will not be accepted.

c) If the User intends to use Ninomiya House for more than 5 years, the User shall contact and submit “Application for Change of Use of Ninomiya House” (Form 5) to the Office immediately. However, if there is a change in the host researcher of the host research organization, the signed Rules (Form 6) shall also be submitted.

3. MANAGEMENT’S RIGHT OF INSPECTION AND ENTRY:

- (1) In order to carry out unavoidable maintenance and repair, the Office staff (including authorized serviceperson accompanied by the Office staff, if required) may enter the room of the User after obtaining his/her consent. However, when the situation is urgent, or contact with the User is considered impossible, the Office staff and the authorized serviceperson may enter his/her room without prior notice/consent.
- (2) The Office shall conduct regular inspections of the room, and give the User prior written notice of the schedule. If the User refuses such entry, JST may cancel permission for the use of Ninomiya House by such User.

4. JOINT USE:

The room shall neither be used by, nor rented (i.e. sublet) to any third party other than those specified on the “Application and Permission for Use of Ninomiya House” (Form 1). However, exceptions may be approved as outlined in the following paragraphs. Should the User violate this Rule, he/she shall immediately surrender the room and move out. Furthermore, no permission shall be given to the offender to use Ninomiya House in the future.

a) Short period of stay as a guest(s)

If a third party is to stay in the room, the User shall notify the Office of their names and the period of time involved in advance. This short period stay is allowed for up to 21 nights and 22 days in 3 months, and shall not exceed this period. If the Office does not agree to the request, such short period stay shall not be allowed.

b) Lengthy period of stay as a room-share member

In the event of increasing the number of occupants in a room, the primary User shall notify the Office of these person(s) officially by submitting “Application for Change of Use of Ninomiya House” (Form 5) duly completed and request authorization by the Office. The User shall submit other forms and/or identifications if the Office so requests. However, if the request is deemed unacceptable by the Office, such joint use shall not be allowed.

5. ROOM USE AND OTHER USAGE CHARGES/FEES:

- (1) Invoices for the following items shall be issued to the Users at the beginning of the subsequent month, and shall be paid in cash in Japanese yen at the Office by the indicated deadline date.
 - a) Room use fee (as attached sheet 1)
 - b) Utilities (water, electricity and gas charges), calculated according to the meter readings for each room.
 - c) Community Facility Fee (room telephone basic fee, garbage collection fee, Internet, cost of upkeep on LED lights and other light bulbs in common spaces)
 - d) Others
- (2) When the usage period expires, invoices for the Charges until the move-out day shall be issued by the Office, which shall be paid before his/her leaving date.
- (3) Charges for a usage period of less than one month shall be calculated on a daily *pro rata* basis. Each month of the year shall be deemed to be 30 days for the purposes of such calculation, including February.
- (4) Room use fees shall be discounted by 10% after the first 6 months, provided that the calendar month in which the use began shall not be counted for such purpose unless the use began on the first day of such month.
- (5) The User who moves in to Ninomiya House on 1st of April 2023 or later shall, when moving out, arrange the room cleaning service by him/herself, the cleaning to be completed within 14 days of moving out, and inform the Office of the date for such cleaning. After finishing the room cleaning, the User shall ask for the Office staff’s inspection of whether the room cleaning was done properly. The User shall pay the cleaning cost directly to the room cleaning service company. This Rule is also applied when the User wants to change the room inside Ninomiya House for his/her own reasons during the maximum usage period of five years.

The arrangement for asking room cleaning, and its payment can be done by the host research organization instead of the User with the host research organization’s agreement. The Office will introduce suitable cleaning service companies, and then the User or the host research organization will choose the cleaning service company from among them.
- (6) The Charges listed in Paragraph (1) of this Article are subject to change.

6. INTERNET:

- (1) An Internet modem is installed in each room as a standard fixture.
- (2) A Wireless LAN modem is installed in the information library.
- (3) Neither JST nor the Office shall take any responsibility for whatever situation may arise from the status of the service or the connection lines.
- (4) The User may use anti-virus software on his/her own responsibility.
- (5) The User shall not move communications equipment from its designated place.
- (6) The User shall not perform any act through the internet access service in Ninomiya House that disadvantage any third party, infringe copyright, or undermine public order and morals.
- (7) If the Office judges that an act set forth in the preceding Paragraph has been committed, the Office can make a full investigation without the permission of such User. If the police or other investigative agencies etc. request information to JST, JST may comply with such requests by its sole discretion.
- (8) The User shall follow the guidance given on the use of the Internet access service, if provided by the Office. The service may be terminated immediately if the User fails to follow such guidance.

7. IN CASE OF EMERGENCY:

- (1) To prepare for an emergency, the User shall confirm in advance the emergency stairs, using the evacuation route map on the door in the User's room.
- (2) In case of emergency, the User shall follow the instructions of the Office staff.

8. PARKING VEHICLES AND BICYCLES:

- (1) The User shall not keep/park his/her car, bike or other vehicle(s) on Ninomiya House property without the prior permission of the Office.
- (2) Motor vehicles shall be parked completely within the areas designated by the Office.
- (3) Use of visitors/guests parking must be informed to the Office or the security in advance. Such parking shall be done in the area designated by the Office.
- (4) The User shall park his/her bicycle(s) in the bicycle parking site of Ninomiya House.
- (5) The User's private bicycle shall be registered with the Office and labeled with an authorized sticker in the designated place. The User shall not leave/keep his/her private bicycle within the Ninomiya House site after his/her termination of occupancy.
- (6) JST and the Office shall not under any circumstances take any responsibility for any accident or theft involving motor vehicle(s) or bicycle(s).

9. COMMON AREAS AND HALLWAYS:

- (1) Private property of Users shall not be left either in the common areas or hallways.
- (2) With respect to books, magazines or other publications which the User no longer needs, the User shall not without the permission of the Office abandon in the library or put on any library shelf any such item. The User shall dispose of all such items in a responsible manner.
- (3) Use of any equipment in common spaces shall be limited to the Users and their guests authorized by the Office in advance. Visitors who enter the building of Ninomiya House for a short time are not allowed to use any equipment in common spaces without the Office's permission.
- (4) With respect to use of the common facilities (Salon, Assembly Room, Seminar Room, etc.), Users shall follow instructions from the Office.

10. USER'S OBLIGATIONS:

- (1) If the User intends to be absent from his/her room overnight(s), he/she is required to notify the Office in advance.
- (2) If a third party is to stay in the room, the User shall notify the Office of their names and the period of time involved in advance.
- (3) The User shall not disclose his /her mailbox code number to others.
- (4) The User shall be responsible for the safekeeping of the room key and remote control key. Copying keys or lending them to a third party is strictly prohibited. Any loss or damage of keys must be reported to the Office immediately.
- (5) The User shall not alter any Ninomiya House equipment, room furniture or electrical goods, and any damage, loss or theft thereof shall be reported to the Office promptly.
- (6) The User shall pay for loss, damage, indirect damages, or cost of repairs, replacement or service in the Ninomiya House due to a violation of the Rules, improper use, negligence, or willful misconduct by himself/herself, or by any visitor or guest who was invited by him/her or whose visit was caused by him/her.
- (7) With respect to any trouble with other Users or third parties which was caused by the User or any visitor or guest who was invited by him/her or whose visit was caused by him/her, the User shall resolve the trouble at his/her cost and responsibility.

- (8) The User acknowledges the importance of good house-keeping, adequate ventilation, and humidity control in its use of the room.
- (9) If the User is diagnosed with an infection of Covid-19 or other novel coronavirus, or suspected of having it, the User must immediately report to the Office and follow the instructions of the Office.
- (10) In the event that an infectious disease (SARS, dysentery, tuberculosis, etc.) has occurred or is suspected to have occurred, the User shall notify the Office immediately and follow the instructions given by the Office.
- (11) In the event that a harmful insect infestation (lice, mites, fleas, etc.) has occurred, the User shall notify the Office immediately and shall follow the instructions given by the Office.

11. LIABILITY:

- (1) JST and the Office take no responsibility whatsoever for the damages of the User or his/her guest(s). Insuring private belongings against fire is strongly suggested by JST and the Office.
- (2) JST may revoke the permission to use the room for any violation of the Rules or failure to pay any Charges. In such event, JST takes no responsibility for the damages of the User caused by the cancellation of the permission.
- (3) JST and the Office take no responsibility whatsoever for any dispute between Users in Ninomiya House. The Users shall resolve disputes at their own cost and responsibility.
- (4) If there is a change in any matter stated on any application form submitted to the Office, the User shall notify the Office immediately and shall submit an Amended Application for Use (Form 5) to the Office. If there is a change in the host researcher of the host research organization, the User shall also submit the signed Rules (Form 6).
- (5) The User shall be responsible to compensate JST for all repair, replacement and other costs (including attorneys' fees and expenses) arising from the loss, damage or indirect damage to fixtures, equipment or facilities in Ninomiya House caused by violation of these Rules, improper use, carelessness, or willful misconduct by the User, his/her visitor(s), or guest(s).

12. HANDLING OF WASTE:

- (1) Waste shall be placed in the designated place.
- (2) Waste shall be separated into combustibles, non-combustibles and recyclables.
- (3) JST and the Office take no responsibility for garbage that has been disposed of.
- (4) When the User disposes of oversized garbage, he/she shall first pay the Office the waste disposal fee, and then label the waste with the designated sticker and place it in the designated location.

13. PROHIBITION:

- (1) The rooms shall not be used for purposes other than living.
- (2) Moving of facilities and equipment installed in the building and rooms, and/or lending the room to a third party is prohibited, and the room shall not be used for purposes other than the original purpose, except in the case of cohabitation as stipulated in paragraph 4.
- (3) Pets shall not be kept in the building or on the premises of Ninomiya House for any reason.
- (4) Causing undesirable sounds, vibrational noise, foul odors or the like causing mental/physical disturbances to other Users or to the neighborhood is strictly prohibited.
- (5) Smoking in Ninomiya House, including the rooms, is prohibited except in areas permitted by the Office.
- (6) It is prohibited to bring animals other than guide dogs and service dogs into the rooms or buildings of Ninomiya House.
- (7) For the reason of fire safety, the User shall use only the heating equipment provided in his/her room; hence, neither kerosene heaters nor gas heaters are permitted.
- (8) In preparation for evacuation, do not leave personal belongings in the common areas, including the entrance of the room and the corridors in the building.
- (9) The User is forbidden to bring the following dangerous object(s) into Ninomiya House under any circumstances:
 - 1) Any kind of gunpowder or chemicals which may cause an explosion.
 - 2) Any kind of chemicals which may cause fire at room temperature.
 - 3) Guns, swords and all other dangerous items.
 - 4) Any kind of items which may harm others.
 - 5) Any kind of items which are forbidden to be possessed under Japanese law.

14. NOISE POLLUTION:

The User acknowledges that JST and the Office cannot prevent or control noise or other pollution outside Ninomiya House caused by persons other than JST or the Office.

15. RESPONSIBILITIES OF HOST RESEARCH ORGANIZATION:

- (1) The host research organization shall be responsible for ensuring that their Users comply with these Rules.
- (2) The host research organization shall take responsibility to ensure that any Charges, compensatory damages and other amounts that their Users owe to JST are paid without fail.
- (3) If the User does not comply with these Rules, the host research organization shall promptly take necessary actions to cause the User to correct the violation. If the User does not correct the violation in a timely manner, the host research organization shall be responsible for evicting the User. If there are any unpaid Charges when the User moves out, the host research organization shall pay them.
- (4) At the end of the usage period, if the User does not or cannot clean the room as stipulated in Article 5, Paragraph 5, the host research organization shall arrange for the cleaning of the room on behalf of the User by such time separately determined by JST.

16. GOVERNING LAW AND JURISDICTION:

These Rules shall be governed by and interpreted in accordance with the laws of Japan. The Tokyo District Court shall be the exclusive jurisdictional court of first instance for all disputes relating to these Rules.

Room Number:

#

User's Name(print):

User's Signature:

Host Researcher's Signature:

Host Researcher's Home Telephone Number:

Host Researcher's Mobile Number:

Attachment 1

Rent

Ninomiya House

| | Rent | |
|------------------------------|------------|----------|
| | Per month | Per day |
| Single room (for one person) | 76,000Yen | 2,533Yen |
| Twin room (for two persons) | 100,000Yen | 3,333Yen |

Privacy Policy

The Japan Science and Technology Agency (the “Agency”) prescribed the following fundamental policy to handle personal information in the operation of Japan Science and Technology Agency International Residence for Researchers: Ninomiya House (“Ninomiya House”). The Agency will comply the Act on the Protection of Personal Information (Act No. 57 of 2003) (the “Act”), the Agency’s personal information protection rules and this Privacy policy.

1. The purposes of utilization of personal information

The purposes of using personal information are as follows. In the case of using personal information for purposes other than those stipulated in the following items, except as permitted by the Act, the Agency shall specify the purposes of use in advance to the Individual Concerned, and acquire or use such personal information:

- (1) For procedures for moving in and moving out of Ninomiya House
- (2) For calculation and billing of all fees while using Ninomiya House
- (3) For any other matters related to the operation of Ninomiya House

2. Acquisition of personal information

The Agency shall acquire personal information to the extent necessary to achieve the purposes of use mentioned above in a legal and fair way.

3. Management of Personal Information

The Agency shall manage acquired personal information appropriately to prevent use for purposes other than the original purposes, leakage, or redelivering etc. The Agency shall also take necessary and appropriate measures for safety management of collected personal information and strive to prevent falsification, information leakage, loss and unauthorized access.

4. Outsourcing of Personal Information

The Agency may outsource the whole or a part of the operations for handling personal information to an external service provider, to the extent necessary for operation of Ninomiya House. In this case, the Agency shall conduct a rigorous evaluation of such provider and conduct necessary and appropriate supervision of such provider for safe management of entrusted personal information.

5. Provision of Personal Information to Third Parties

The Agency shall not provide any personal information to a third party without the consent of the Identifiable Person Concerned, except as permitted by the Act.

6. Exemption from Liability Regarding Personal Information

In any of the following cases, the Agency shall not assume any responsibility for acquisition of personal information by a third party:

- (1) When the Identifiable Person Concerned discloses personal information to a third party.
- (2) When a third party obtains any information such as Personal authentication information which enables such Identifiable Person Concerned to be identified for reasons not attributable to the Agency.

7. Revision of Privacy policy

The Privacy policy may be revised without prior notice.