Original Japanese version may be accessed at Financial Services Agency, 個人債務者の私的整理に関するガイドライン http://www.fsa.go.jp/news/23/20110819-1/01.pdf, last accessed 9 February 2012.

個人債務者の私的整理に関するガイドライン
「英訳」

Guidelines for Individual Debtor Out-of-Court Workouts
[English translation[1]]

平成23 年7 月
Heisei Year 23 [2011], July

個人債務者の私的整理に関するガイドライン研究会

Research Committee for the Guidelines for Individual Debtor Out-of-Court Workouts

[1] This English translation has been prepared by Ms Stacey Steele (Senior Lecturer, Asian Law Centre, Melbourne Law School) and Associate Professor Jin Chun (Kin Shyun, Daito Bunka University) in compliance with the Standard Legal Terms Dictionary ("SLTD") (March 2011 edition). This is an unofficial translation. This translation is to be used solely as reference material to aid in the understanding of the original Japanese version. This translation has also been prepared with reference to the Q&A on the Guidelines prepared by the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts,「個人債務者の私的整理に関するガイドライン」Q&A, http://www.kgl.or.jp/guideline/pdf/qa.pdf, last accessed 31 January 2012 ("Q&A"). The translators thank the Chair of the Management Committee, Dr Shinjiro Takagi, for his review of a final draft of this translation and Ms Reegan Morison, Research Assistant, Asian Law Centre, for her contribution to the translation of the list of Research Committee members.

Original Japanese version may be accessed at Financial Services Agency, 個人債務者の私的整理に関するガイドライン http://www.fsa.go.jp/news/23/20110819-1/01.pdf, last accessed 9 February 2012.

個人債務者の私的整理に関するガイドライン研究会名簿（平成23年７月）
Members of the Research Committee for the Guidelines for Individual Debtor Out-of-Court Workouts (Heisei Year 23 [2011], July)

（敬称略、五十音順）
(Titles omitted; in syllabary order)

荒井　貞夫 全国銀行個人信用情報センター所長
Sadao Arai
Head of the Japanese Bankers' Personal Credit Information Center
安藤　栄二 全国労働金庫協会 執行役員経営企画部長
Eiji Ando
General Manager of the Planning Section of the Rokinren Banks (National Association of Labor Banks)
石高　雅美 日本税理士会連合会 常務理事・業務対策部長
Masami Ishitaka
Head of the Business Affairs Policy Division, Executive Board of Directors, Japan Federation of Certified Public Tax Accountants' Association
市村　清 日本公認会計士協会 常務理事
Kiyoshi Ichimura
Executive Director of the Japanese Institute of Certified Public Accountants
伊藤　眞 早稲田大学大学院法務研究科客員教授
Makoto Ito, Visiting Professor Waseda University Graduate Law School
浦田　晴之 オリックス 取締役兼代表執行役副社長・グループＣＦＯ
Haruyuki Urata
Deputy President & CFO of Orix Group
大井　直 信託協会 一般委員長・みずほ信託銀行 常務取締役
Tadashi Ohoi
Chair of the Committee for General Matters of Japanese Association of Trust Banks, Executive Director of the Mizuho Trust & Banking Co., Ltd.
大久保　壽一 千葉銀行 取締役常務執行役員
Toshikazu Okubo
Executive Managing Director of the Chiba Bank
岡田　理樹 日本弁護士連合会 事務次長
Masaki Okada
Deputy Secretary of the Japanese Federation of Bar Associations
小山田　隆 全国銀行協会 企画委員長・三菱東京ＵＦＪ銀行 常務取締役
Takashi Oyamada
Chair of the Planning Committee of the Japanese Bankers Association and Executive Director of the Bank of Tokyo-Mitsubishi UFJ
久貝　卓 商工組合中央金庫 執行役員
Takashi Kugai
Operating Officer of the Shoko Chukin Bank
久能　敏光 福島銀行 取締役企画本部長
Toshimitsu Kuno
Executive Director and Head of the Planning Division of the Fukushima Bank
河村　正人 住宅金融支援機構 理事長代理
Masato Kawamura
Executive Deputy President of the Japan Housing Finance Agency

越野　寿夫 オリエントコーポレーション 執行役法務部長
Toshio Koshino
Director of the Legal Division of the Orient Corporation
小林　信明 小林総合法律事務所 代表弁護士
Nobuaki Kobayashi
Managing Partner, Attorney at Law, Kobayashi Sogo Law Firm
斎藤　浩 杜の都信用金庫 常勤理事
Hiroshi Saitou
Executive Director of the Morinomiyako Shinkin Bank

座長： Chair:
高木 新二郎
Shinjiro Takagi
Attorney at Law, Doctor of Law
竹谷　和芳 日本信用情報機構 常務取締役
Kazuyoshi Taketani
Executive Managing Director of the Japan Credit Information Reference Centre Corp.
丹野　清 一石巻商工信用組合 常務理事
Seiichi Tanno
Executive Director of the Ishinomaki Commercial Credit Union
常峰　仁 日本貸金業協会 自主ルール委員会委員長
Hitoshi Tsunemine
Chair of Self-Imposed Rules of the Japan Financial Services Association
寺田　範雄 全国商工会連合会 専務理事
Norio Terada
Senior Managing Director of the Central Federation of Societies of Commerce and Industry
永井　徹 日本自動車リース協会連合会 事務局長
Tooru Nagai
Secretary General of the Japan Automobile Leasing Association
服部　和良 全国信用保証協会連合会 専務理事
Kazuyoshi Hattori
Senior Managing Director of the National Federation of Credit Guarantee Corporations
板東　一彦 日本政策金融公庫 専務取締役
Kazuhiko Bando
Senior Managing Executive Director of the Japan Finance Corporation
藤原　敬三 中小企業再生支援全国本部 統括プロジェクトマネージャー
Keizou Fujiwara
Head Project Manager of the National Center of the Small and Medium-sized Enterprise Turnaround Associations
古谷　周三 農林中央金庫 専務理事
Shuuzou Furuya
Senior Managing Director of the Norinchukin Bank
松嶋　英機 西村あさひ法律事務所 代表パートナー
Hideki Matsushima
Representative Partner of the Nishimura-Asahi Law Firm
宮城　勉 日本商工会議所 常務理事
Tsutomu Miyagi
Managing Director of the Japan Chamber of Commerce and Industry
森田　光俊 シー・アイ・シー 専務取締役

Mitsutoshi Morita
Senior Managing Director of Credit Information Centre (CIC)
山田　晃久 全国サービサー協会 副理事長
Akihisa Yamada
Executive Vice President Loan Servicers Association of Japan

〈オブザーバー〉〈Observers〉
貝塚　正彰 財務省 大臣官房政策金融課長
Masaaki Kaiduka
Head of the Department for Finance Policy, the Minister's Secretariat, Ministry of Finance
小林　康彦 法務省 民事局参事官
Yasuhiko Kobayashi
Senior Assistant to Director of the Civil Affairs Bureau, Ministry of Justice
定塚　由美 子 厚生労働省 社会・援護局福祉基盤課長
Yumiko Jouduka
Head of the Basic Welfare and Social Support Bureau, Ministry of Health, Labour and Welfare
中村　武 日本銀行 金融機構局総務課長
Takeshi Nakamura
Head of the General Affairs Department, Finance Secretariat, Bank of Japan
能登　清和 厚生労働省 労働基準局勤労者生活課労働金庫業務室長
Kiyokazu Noto
Head of the Worker's Credit Union (Rokin Banks), Worker's Lifestyle Department, Labor Standards Bureau, Ministry of Health, Labour and Welfare
長谷川　靖 金融庁 監督局総務課長
Yasushi Hasegawa
Director, Supervisory Co-ordination Division, Supervisory Bureau, Financial Services Agency
藤木　俊光 経済産業省 中小企業庁事業環境部金融課長
Toshimitsu Fujiki
Head of the Finance Department, Environmental Industry Department, Small and Medium-sized Enterprise Agency, Ministry of Economy, Trade and Industry
古市　文孝 最高裁判所 事務総局民事局付
Fumitaka Furuichi
(Judge) Staff Attorney, Civil Affairs Bureau, General Secretariat of the Supreme Court of Japan
松本　貴久 国土交通省 住宅局総務課民間事業支援調整室長
Takahisa Matsumoto
Head of the Office for the Support and Regulation of Private Enterprises, General Affairs Department, Housing Bureau, Ministry of Land, Infrastructure, Transport and Tourism
村井　正親 農林水産省 経営局金融調整課長
Masachika Murai
Head of Financial Regulation Department, Managing Agency, Ministry of Agriculture, Forestry and Fisheries

〈事務局〉〈Secretariat〉
事務局長：　Secretary:
髙木　伸 全国銀行協会 理事
Shin Takagi

Director of the Japanese Bankers Association

石沢　宏純 三菱東京ＵＦＪ銀行 リテール融資部上席調査役
Hirosumi Ishizawa
Senior Manager, Credit Risk Management Department, Retail Credit Division, The Bank of Tokyo-Mitsubishi UFJ, Ltd.

個人債務者の私的整理に関するガイドライン
Guidelines for Individual Debtor Out-of-Court Workouts

はじめに
Introduction

東日本大震災（2011 年３月11 日に発生した東北地方太平洋沖地震及びこれに伴う原子力発電所の事故による災害その他これに関連する災害をいう。以下同じ。）の影響によって、住宅ローンを借りている個人や事業性資金を借りている個人事業主等が、今後、これらの既往債務の負担を抱えたままでは、再スタートに向けて困難に直面する等の問題（いわゆる二重債務問題）が考えられる。

As a result of the Great East Japan Earthquake (defined hereafter as the earthquake which occurred on 11 March 2011 in the Tohoku region and Pacific Ocean, together with the disaster resulting from the accident at the nuclear power plant caused by the earthquake and other related disasters), it is anticipated that individuals with residential home loans and individual business operators[2] with borrowed capital for use in the business etc will face difficulties in making a new start in the future etc whilst they are still burdened with the liabilities of those existing debts (the so-called 'double loan problem').

この二重債務問題は、震災からの着実な復興のために適切な対応がなされなければならない極めて重要な課題であり、本年６月、政府の「二重債務問題への対応方針」が取り纏められた。これを受け、金融機関等が、個人である債務者に対して、破産手続等の法的倒産手続によらず、私的な債務整理により債務免除を行うことによって、債務者の自助努力による生活や事業の再建を支援するため、私的整理に関する関係者間の共通認識を醸成し、私的整理を行う場合の指針となるガイドラインを取り纏めることを目標として、本年７月「個人債務者の私的整理に関するガイドライン研究会」が発足した。

This double loan problem is an extremely important issue which must be appropriately dealt with for effective reconstruction after the earthquake disaster and, in June 2011, the government compiled its 'Plan to deal with the double loan problem'. In light of this, financial institutions etc established the 'Research Committee for the Guidelines for Individual Debtor Out-of-Court Workouts' with the goal of compiling guidelines to provide principles for out-of-court workouts which facilitate a common understanding amongst the related parties regarding the out-of-court workout, and thereby support the rebuilding of lives and businesses by those debtors themselves through the release or reduction of debts in accordance with an out-of-court debt workout which does not require a

[2] The translation of 個人事業主 as "individual business operator" complies with the SLTD. The concept is akin to a sole trader or single entrepreneur.

debtor who is an individual to go through statutory insolvency proceedings such as bankruptcy proceedings etc.

この「個人債務者の私的整理に関するガイドライン」は、本研究会における金融機関団体の関係者等、学識経験者らの議論を踏まえ、個人である債務者の私的整理に関する金融機関関係団体の自主的自律的な準則として、策定・公表するものである。

These "Guidelines for Individual Debtor Out-of-Court Workouts" have been settled and published as voluntary and self-regulated rules for organisations related to financial institutions regarding out-of-court workouts for debtors who are individuals. They are based on debate amongst members of this Research Committee, including representatives of financial institutions organisations etc, and experienced scholars and practitioners etc.

１．目的
このガイドラインは、東日本大震災の影響によって、住宅ローンや事業性ローン等の既往債務を弁済できなくなった個人の債務者であって、破産手続等の法的倒産手続の要件に該当することになった債務者について、このような法的倒産手続によらずに、債権者（主として金融債務に係る債権者）と債務者の合意に基づき、債務の全部又は一部を減免すること等を内容とする債務整理を公正かつ迅速に行うための準則を定めることにより、債務者の債務整理を円滑に進め、もって、債務者の自助努力による生活や事業の再建を支援し、ひいては被災地の復興・再活性化に資することを目的とする。

1. Objective
The objective of these Guidelines is to promote smooth debt workouts for individual debtors by providing rules for a fair and prompt debt workout involving the reduction or release of all or part of that debt etc on the basis of an agreement between creditors (mainly creditors involved in financing) and a debtor who might otherwise meet the requirements for a statutory insolvency proceeding including a bankruptcy proceeding, without recourse to such statutory insolvency proceedings, where that individual debtor is unable to pay an existing debt consisting of a residential loan or business-related loan etc as a result of the effects of the Great East Japan Earthquake; and thereby support the rebuilding of lives and businesses by debtors themselves, and thus also contribute to the reconstruction and rebuilding of the disaster area.

２．債務整理の準則
(1) このガイドラインは、前項の債務整理を公正かつ迅速に行うための準則であり、金融機関団体、商工団体等の関係者等が中立公平な学識経験者などとともに協議を重ねて策定したものであって、法的拘束力はないものの、金融機関等

である対象債権者、債務者並びにその他の利害関係人によって、自発的に尊重され遵守されることが期待されている。
(2) 「対象債権者」（弁済計画が成立したとすれば、それにより権利を変更されることが予定されている債権者をいう。以下同じ。）は、この準則による債務整理に誠実に協力する。
(3) 対象債権者と債務者は、債務整理の過程において、共有した情報について相互に守秘義務を負う。
(4) このガイドラインによる債務整理は、公正衡平を旨とし、透明性を尊重する。

2. Rules for debt workout
(1) These Guidelines are rules for the fair and prompt debt workout referred to in the previous paragraph, and were settled after numerous consultations amongst relevant parties such as financial institution organizations, commerce and industry organizations etc and neutral and fair experienced scholars and practitioners etc; although they are not legally binding, it is expected that they will be voluntarily respected and complied with by relevant eligible creditors such as financial institutions, debtors and other interested parties.
(2) A 'Relevant Eligible Creditor' (defined hereafter as a creditor whose rights will be impaired if a payment plan is established) will co-operate sincerely with the debt workout in accordance with these Guidelines.
(3) A Relevant Eligible Creditor and debtor owe a duty of confidentiality to each other in relation to information which is shared during the course of the debt workout.
(4) A debt workout in accordance with these Guidelines will focus on fairness and equitableness, and respect transparency.

３．対象となり得る債務者
次のすべての要件を備える個人である債務者は、このガイドラインによる債務整理を申し出ることができる。

3. Debtors who are eligible under these Guidelines
Debtors who are individuals meeting each of the following requirements may apply for a debt workout in accordance with these Guidelines.

(1) 住居、勤務先等の生活基盤や事業所、事業設備、取引先等の事業基盤などが東日本大震災の影響を受けたことによって、住宅ローン、事業性ローンその他の既往債務を弁済することができないこと又は近い将来において既往債務を弁済することができないことが確実と見込まれること。

(1) As a result of a residential dwelling or place of employment etc which forms the foundation for [a debtor's] life, or a place of business, business equipment or customer etc which forms the foundation for [a debtor's] business suffering from the effects of the Great East Japan

Earthquake, the debtor is unable to pay a residential loan or business-related loan or other existing debts, or it is estimated with certainty that in the near future the debtor will be unable to pay those existing debts.

(2) 弁済について誠実であり、その財産状況（負債の状況を含む。）を対象債権者に対して適正に開示していること。

(2) The debtor is sincere about payment, and properly discloses his/her financial[3] situation (including liabilities) to the Relevant Eligible Creditor.

(3) 東日本大震災が発生する以前に、対象債権者に対して負っている債務について、期限の利益喪失事由に該当する行為がなかったこと。ただし、当該対象債権者の同意がある場合はこの限りでない。

(3) Prior to the occurrence of the Great East Japan Earthquake there were no acts corresponding to a reason for a forfeiture of benefit of time[4] in relation to the debt owned to the Relevant Eligible Creditor. Provided, however, that this shall not apply where that Relevant Eligible Creditor consents.

(4) このガイドラインによる債務整理を行った場合に、破産手続や民事再生手続と同等額以上の回収を得られる見込みがあるなど、対象債権者にとっても経済的な合理性が期待できること。

---

[3] The translation of the Japanese term 財産 is (1) property or (2) asset in the SLTD, but when coupled with another term it may also be translated as financial.

[4] The Japanese phrase 期限の利益喪失 is a technical legal term used in article 137 of the Civil Code of Japan (Act No. 89 of 1896). According to article 136 of the Civil Code, a debtor must perform his/her obligations as they fall due, unless a grace period is agreed. The Civil Code also sets out general circumstances in which a debtor may lose the benefit of any grace period in article 137, although these circumstances may be amended by the terms of an individual contract.

The following translation of articles 136 and 137 is taken from Ministry of Justice (2012), *Japanese Law Translation, Civil Code (Part I, Part II, and Part III)*, http://www.japaneselawtranslation.go.jp/law/detail/?ft=2&re=02&dn=1&yo=&kn[]=%E3%81%BF&x=20&y=17&ky=&page=7, last accessed 16 January 2012.

(Benefit of Time and Its Waiver) （期限の利益及びその放棄）
Article 136(1) It is presumed that a time specified is provided for the benefit of the obligor.
(2) The benefit of time may be waived; provided, however, that such waiver may not prejudice the interest of the counterparty.
(Forfeiture of Benefit of Time) （期限の利益の喪失）
Article 137 The obligor may not assert the benefit of time if:

(i) the obligor has become subject to the ruling of the commencement of bankruptcy procedures;
(ii) the obligor has destroyed, damaged, or diminished the security; or
(iii) the obligor fails to provide security when it has the obligation to do so.

(4) Where a debt workout in accordance with these Guidelines occurs, it may be expected that it will be economically reasonable for the Relevant Eligible Creditor, for example, there is a likelihood of obtaining a return which is equal to or greater than that which would be received from a bankruptcy proceeding or civil rehabilitation proceeding.[5]

(5) 債務者が事業の再建・継続を図ろうとする事業者の場合は、その事業に事業価値があり、対象債権者の支援により再建の可能性があること。

(5) In the case of a debtor who is a business person planning to rebuild or continue his/her business, there is a business value in that business, and there is a possibility of rebuilding with the support of the Relevant Eligible Creditor.

(6) 反社会的勢力ではなく、そのおそれもないこと。

(6) The debtor is not an anti-social force and there is no risk of the debtor being one.

(7) 破産法第252 条第１項（第10 号を除く。）に規定される免責不許可事由がないこと。

(7) There are no reasons for refusing to permit a discharge as provided for in Article 252(1) (excluding item 10) of the Bankruptcy Act.

４．第三者機関
(1) このガイドラインによる債務整理を的確かつ円滑に実施するために、第三者機関を設置する。
(2) 本項(1)の第三者機関の名称は、「個人版私的整理ガイドライン運営委員会」とする。
(3) 第三者機関の役割及び業務は、次に掲げるとおりとする。

4. Third party institution
(1) For the accurate and smooth implementation of a debt workout in accordance with these Guidelines, a third party institution will be established.
(2) The title of the third party institution referred to in item (1) of this paragraph will be 'Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts'.
(3) The role and function of the third party institution will be in accordance with the following.

① 弁護士、公認会計士、税理士、不動産鑑定士、その他の専門家の登録の

[5] Other examples are listed in the Q&A.

受理及び取消し並びにその適性の審査
② 登録された弁護士、公認会計士、税理士、不動産鑑定士、その他の専門家に対する助言及び指導
③ 第５項(1)に定める申出及び同項(2)に定める必要書類の提出の支援
④ 第７項(1)に定める弁済計画案の作成の支援（債権者の意向確認を含む。）
⑤ 第８項(1)に定める報告書の作成
⑥ 第９項(1)に定める弁済計画案の説明等の支援（債権者間の調整を含む。）
⑦ このガイドラインの解釈又は運用に関するＱ＆Ａ等の作成及び改訂等
⑧ その他、このガイドラインによる債務整理の的確または円滑な実施のために必要な業務

① The acceptance and revocation of registrations and other appropriate examinations of lawyers (bengoshi), certified public accountants (kōnin kaikeishi), licensed tax accountants (zeirishi), licensed real estate appraisers (fudōsan kanteishi) and other experts
② Advising and guiding lawyers, certified public accountants, licensed tax accountants, licensed real estate appraisers and other experts who are registered[6]
③ Supporting the application prescribed under paragraph 5(1) and submission of the necessary documentation prescribed under item (2) of that paragraph
④ Supporting the preparation of a payment plan proposal prescribed under paragraph 7(1) (including confirmation of the intention of the creditor)
⑤ Preparing the written report prescribed under paragraph 8(1)
⑥ Supporting the explanation etc of the payment plan prescribed under paragraph 9(1) (including co-ordination amongst creditors)
⑦ Preparing and revising Q&A etc in relation to the interpretation and operation of these Guidelines etc
⑧ Any other necessary business for the accurate or smooth implementation of a debt workout in accordance with these Guidelines

５．債務整理の開始

5. Commencement of a debt workout

(1) 第３項の要件を備える債務者は、全ての対象債権者に対して、このガイドラインによる債務整理を書面により同日に申し出る。

(1) A debtor who meets each of the requirements in paragraph 3 may apply on the same day in writing for a debt workout in accordance with these Guidelines to each of his/her Relevant Eligible Creditors.

(2) 債務者は、本項(1)の申出後直ちに、全ての対象債権者に対して、財産目録、

[6] Registration refers to registration with the Management Committee.

債権者一覧表その他申出に必要な書類（以下「必要書類」という。）を提出する。なお、債務者は、本項(1)の申出及び必要書類の提出を、個人版私的整理ガイドライン運営委員会を経由して行うことができる。

(2) A debtor shall, as soon as possible after the application under item (1) of this paragraph, submit to each of the Relevant Eligible Creditors, a list of assets, list of creditors and any other documentation necessary to the application (hereafter 'necessary documentation'). In addition, a debtor may make an application under item (1) of this paragraph and submit the necessary documentation via the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts.

(3) 本項(1)の申出があった時点から、本項(4)により対象債権者のいずれかから書面による異議が述べられることを解除条件として、第６項に定める一時停止の期間が開始するものとする。

(3) From the time that there is an application under item (1) of this paragraph, the standstill period prescribed in paragraph 6 shall commence as well as the cancellation requirements, which are the receipt of an objection in writing from any of the Relevant Eligible Creditors in accordance with item (4) of this paragraph.[7]

(4) 本項(1)の申出を受けた対象債権者は、次のいずれかに該当する場合に限り、このガイドラインによる債務整理に異議を述べることができる。当該異議は、債務者及び当該対象債権者以外の全ての対象債権者に対して、異議の理由を明記した書面を同時に発送して行うものとする。なお、対象債権者が異議を述べなかった場合でも、当該対象債権者は、弁済計画案に同意することを義務付けられるものではない。

(4) A Relevant Eligible Creditor who has received an application under item (1) of this paragraph may make an objection to a debt workout in accordance with these Guidelines only in a case corresponding to those listed below. The relevant objection shall be sent simultaneously with documentation specifying the reason for the objection to the debtor and all Relevant Eligible Creditors other than the Relevant Eligible Creditor making the objection. In addition, a Relevant Eligible Creditor shall not be bound to consent to a payment plan proposal even if that Relevant Eligible Creditor did not make an objection.

① 債務者が第３項の要件を満たさないことが明らかであると認められる場合
② 債務者が第６項(1)①又は②に違反したことが判明した場合
③ 必要書類に明らかな不備があるにもかかわらず相当な期間内に補正され

[7] A standstill period may be terminated if an objection is made by a Relevant Eligible Creditor, but a creditor may only make an objection on the basis of the cancellation requirements set out in item 4 of this paragraph.

ない場合（ただし、申出の翌日から起算して45 日を経過した場合にはこの限りでない。）

① Where it is determined that it is obvious that the requirements in paragraph 3 have not been met by the debtor
② Where it is established that the debtor is in violation of paragraph 6(1) ① or ②
③ Where an obvious defect exists in the necessary documentation and it is not corrected within a reasonable period of time (Provided, however, that this shall not apply where for a period of 45 days calculated from the day after an application.)

(5) 対象債権者の範囲は、主として金融機関等の債権者（銀行、信用金庫、信用組合、労働金庫、農業協同組合、漁業協同組合、政府系金融機関、信用保証協会、農業信用基金協会等及びその他の保証会社、貸金業者、リース会社並びにクレジット会社等）とするが、このガイドラインに定める場合その他相当と認められるときは、その他の債権者を含めることとする。

(5) The scope of Relevant Eligible Creditors, will mainly be creditors who are financial institutions etc (banks, credit unions, credit associations, workers credit unions, agricultural cooperatives, fisheries cooperatives, government-related financial institutions, credit guarantee corporations, agricultural credit fund associations etc and other guarantee companies, money lending businesses, leasing companies and credit companies etc), but shall also include other creditors where specified in these Guidelines or recognised in other appropriate circumstances.

６．一時停止

6. Standstill

(1) 一時停止の期間中においては、全ての対象債権者と債務者は、次の行為などを差し控えることとする。なお、前項(1)の申出により一時停止が開始したことをもって、銀行取引約定書等において定める期限の利益喪失事由として扱わないものとする。

(1) All Relevant Eligible Creditors and the debtor shall refrain from doing the following acts etc during a standstill period. In addition, the mere commencement of a standstill on the basis of an application under the item (1) of the preceding paragraph shall not constitute a ground for the forfeiture of benefit of time as prescribed in a bank's written transaction contract etc.

① 債務者は、通常の生活又は事業過程によるものの他、全ての対象債権者

が同意した場合を除き、その資産を処分してはならず、新債務を負担してはならない。ただし、対象債権者は、合理的な理由なく不同意とすることはできないものとする。

① A debtor shall not dispose of assets or take on new debts without the consent of all of the Relevant Eligible Creditors except in the ordinary course of life or business. Provided, however, that a Relevant Eligible Creditor shall not refuse consent without a logical reason.

② 債務者は、一部の対象債権者に対する弁済（代物弁済を含む。以下同じ。）や相殺など債務消滅に関する行為の他、物的人的担保の供与などを行ってはならない。

② A debtor shall not do any act which extinguishes a debt for the benefit of some of the Relevant Eligible Creditors, including payment (including accord and satisfaction , hereinafter the same) or set-off etc, or provide security by way of collateral or personal guarantee etc.

③ 対象債権者は、一時停止が開始した日（以下「一時停止の開始日」という。）における「与信残高」を維持し、他の対象債権者との関係における債務者に対する相対的地位を改善してはならず、弁済を受け、相殺権を行使するなどの債務消滅に関する行為をなし、追加の物的人的担保の供与を求め、担保権を実行し、強制執行や仮差押え・仮処分や法的倒産手続開始の申立てをしてはならない。ただし、保証会社による保証付貸付けの場合、対象債権者が当該保証会社から代位弁済を受けることは妨げられないが、この場合、当該保証会社は、本項の規定を遵守するものとする。

③ A Relevant Eligible Creditor shall maintain its ‘outstanding credit exposure’ as at the day the standstill commences (hereinafter defined as ‘Standstill Commencement Day’); shall not improve its position against a debtor relative to another Relevant Eligible Creditor; shall not do any act which extinguishes a debt, including receiving a payment, exercising a right of set off etc, demand the provision of additional security by way of collateral or personal guarantee, enforce a security interest, or file for the commencement of a compulsory execution or provisional attachment / provisional disposition or statutory insolvency proceedings. Provided however that where there is a guarantee by a guarantee company this shall not impair a Relevant Eligible Creditor receiving a subrogation payment from that guarantee company, and in such a case, that guarantee company shall comply with the provisions of this paragraph.

(2) 一時停止の期間は、一時停止の開始日（対象債権者が追加された場合は、最も早い一時停止の開始日）から６か月を経過した日又は弁済計画が成立した日若しくは不成立により本ガイドラインによる債務整理が終了した日のいず

れか早い日までとする。ただし、必要があるときは、債務者は、全ての対象債権者の同意により、一時停止の期間を変更することができる。

(2) The Standstill Period ends on the earlier of: the date which is 6 months from the Standstill Commencement Date (if a Relevant Eligible Creditor is added, the earliest standstill commencement date); the date that a payment plan is established; or the date that a debt workout terminates in accordance with these Guidelines due to a failure to establish [a plan]. Provided, however, that where it is necessary the debtor may amend the Standstill Period with the consent of all of the Relevant Eligible Creditors.

(3) 一時停止の期間中の追加融資は、全ての対象債権者の同意により定めた金額の範囲内で、その定めた方法により、必要に応じて行うものとし、追加融資による債権は対象債権者が有する債権に優先して随時弁済される。

(3) Additional financing during the Standstill Period may be granted to the extent necessary and up to an amount determined with the consent of all the Relevant Eligible Creditors and in a manner determined by them. An obligation under any additional financing may be paid at any time in preference to any obligation owed to a Relevant Eligible Creditor.

７．弁済計画案の内容

7. Content of a payment plan proposal

(1) 債務者は、第５項(1)の申出から３か月以内（ただし、本項（2）②に定める弁済計画案とする場合には４か月以内）に、弁済計画案を作成の上、全ての対象債権者に提出する。ただし、債務者は、必要があるときは、全ての対象債権者に対して、弁済計画案の提出期限の延長が必要である理由を明記して通知を行うことにより、弁済計画案の提出期限を、３か月を超えない範囲内で延長することができる。なお、債務者は、弁済計画案の作成にあたり、必要に応じ、対象債権者の支援又は個人版私的整理ガイドライン運営委員会に申出を行い、個人版私的整理ガイドライン運営委員会に登録される弁護士、公認会計士、税理士、不動産鑑定士、金融実務専門家等の支援を受けることができる。

(1) A debtor will prepare a payment plan proposal within 3 months (provided, however, that this shall be within 4 months where the payment plan proposal is as specified in item (2)② of this paragraph) from the application under paragraph 5(1) and submit it to all of the Relevant Eligible Creditors. Provided however that where it is necessary a debtor may extend the period for submitting a payment plan proposal for no longer than a further 3 months by notifying all of the Relevant Eligible Creditors clearly in writing of the reasons why it is necessary to extend the period for

submitting the payment plan proposal. In addition, a debtor may, for the preparation of a payment plan proposal, to the extent necessary, receive support from a Relevant Eligible Creditor or make an application to the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts, and receive support from a lawyer, certified public accountant, licensed tax accountant, licensed real estate appraiser or financial industry expert etc.

(2) 弁済計画案は、以下の内容を含むものでなければならない。

(2) A payment plan proposal shall include the following contents.

① 債務者が非事業者（住宅ローン等の債務者）又は本項（2）②に該当しない個人事業主である場合

① In a case of a debtor who is a non-business person (a debtor with a residential home loan etc) or an individual business operator who does not fall within item (2)② of this paragraph

イ 弁済計画案は、以下の事項を含む内容を記載することを原則とする。
ａ 債務の弁済ができなくなった理由（東日本大震災による影響の内容を含む。）
ｂ 財産の状況（財産の評定は、債務者の自己申告による財産について、原則として、財産を処分するものとして行う。）
ｃ 債務弁済計画（原則５年以内）
ｄ 資産の換価・処分の方針
ｅ 対象債権者に対して債務の減免、期限の猶予その他の権利変更を要請する場合はその内容

(a) The payment plan proposal contents shall in principle include the contents set out in the following items.
a The reasons for the inability to pay debts (including the contents of the effects caused by the Great East Japan Earthquake)
b Financial situation (the valuation of assets shall be, in principle, the disposal [value] of those assets in accordance with a debtor's personal statement)
c Debt payment plan (in principle within 5 years)
d Policy for exchange value / disposal of assets
e The contents of any requests to be made to a Relevant Eligible Creditor for a reduction or release of debt, or extension of a term or any other change in its rights

ロ 将来において継続的に又は反復して収入を得る見込みがある債務者が、対象債権者に対して、分割払いの方法による期限の猶予とともに債務の

減免を要請する場合には、対象債権者に対する弁済計画に基づく弁済の総額は、債務者の収入、資産等を考慮した生活実態等を踏まえた弁済能力により定めるものとし、また、破産手続による回収の見込みよりも多くの回収を得られる見込みがあるなど、対象債権者にとって経済的な合理性が期待できる内容としなければならない。

(b) In a case where a debtor who has the likelihood of obtaining continuous or recurring income in the future requests the reduction or release of a debt together with an extension of term based on an installment payment method in favour of a Relevant Eligible Creditor, it shall provide for payment of amounts based on the payment plan in favour of the Relevant Eligible Creditor based on capacity to pay taking into account his/her living circumstances etc, including a consideration of the debtor's income and assets etc. Further, it shall include content [showing that] it may be expected that it will be economically reasonable for the Relevant Eligible Creditor than, for example, there is a likelihood of obtaining a return which is equal to or greater than that which would be received from a bankruptcy proceeding.

ハ 本項(2)①ロに該当しない債務者が対象債権者に対して債務の減免を要請する場合には、当該債務者が第５項(1)による申出の時点において保有する全ての資産（破産法第34 条第３項その他の法令により破産財団に属しないとされる財産（いわゆる「自由財産」）及び同条第４項に基づく自由財産の拡張に係る裁判所の実務運用に従い、通常、自由財産とされる財産を除く。）を処分・換価して（処分・換価の代わりに、「公正な価額」に相当する額を弁済する場合を含む。）、当該処分・換価により得られた金銭をもって、担保権者その他の優先権を有する債権者に対する優先弁済の後に、全ての対象債権者に対して、それぞれの債権の額の割合に応じて弁済を行い、その余の債務について免除を受ける内容とするものとする（ただし、債権額20 万円以上（ただし、この金額は、その変更後に対象債権者となる全ての債権者の合意により変更することができる。）の全ての債権者を対象債権者とする場合に限る。）。なお、本項(2)①ロにかかわらず、将来において継続的に又は反復して収入を得る見込みのある債務者が同様の内容とすることは妨げられない。

(c) In a case involving a request for a Relevant Eligible Creditor to reduce or release debt by a debtor who does not fall within item (2)①(b) of this paragraph, it shall provide for payment of a pro rata amount of the debt owed to all of the Relevant Eligible Creditors after priority payments to creditors who are secured creditors or hold other priority claims from the disposal and transfer (including, instead of disposal and transfer, the payment of an amount equivalent to a "fair value"), or from any proceeds obtained from a disposal or transfer, of all of the assets held by the relevant debtor at the time of the application in accordance with paragraph 5(1) (excluding assets which do not form part of a bankruptcy estate in

accordance with Article 34(3) of the Bankruptcy Act and other laws and regulations (so-called "excluded assets"), and assets which are ordinarily deemed to be excluded assets in accordance with the court's practical operations in relation to the expansion of excluded assets based on item 4 of the aforementioned article), and all other debt shall be forgiven (provided, however, that in this case the Relevant Eligible Creditors shall be limited to those creditors owed an amount of debt equal to or greater than 200,000 yen (provided, however, that this amount may be amended based on the agreement of all of the creditors who shall be Relevant Eligible Creditors after that amendment)).[8] In addition, notwithstanding item (2)①(b) of this paragraph, the same content shall apply for a debtor who has the likelihood of obtaining continuous or recurring income in the future.

② 債務者が事業から生ずる将来の収益による弁済により事業の再建・継続を図ろうとする個人事業主である場合

② In the case of debtor who is an individual business operator planning to rebuild or continue his/her business by making payments from the future revenue generated by the business

イ 弁済計画案は、本項(2)①イに定める各事項に加え、債務者の自助努力が十分に反映され、かつ以下の内容を記載した事業計画を含めることを原則とする。
a 事業見通し（売上・原価・経費）
b 収支計画
c 東日本大震災発生以前においても、既に事業利益が赤字であったときは、赤字の原因とその解消の方策を記載するとともに、弁済計画成立日の属する年の翌年から概ね５年以内を目途に黒字に転換することを内容とする。ただし、これを超える合理的な期間とすることを妨げない。

ロ 破産手続による回収の見込みよりも多くの回収を得られる見込みがあるなど、対象債権者にとって経済的な合理性が期待できることを内容とする。

(a) The payment plan proposal, in addition to each of the items set out in item (2)①(a) of this paragraph, shall in principle reflect a debtor's adequate self-help efforts and include a business plan setting out the following contents,
a business forecasts (sales, costs, expenses)
b income and expenditure

[8] Based on the Q&A (see page 19, 7-9), it appears that the payment order for this type of plan is: (1) secured creditors; (2) creditors whose claims are less than 200,000 yen; and (3) Relevant Eligible Creditors, in this case those owed equal to or greater than 200,000 yen, on a pro rata basis. All other debts shall be forgiven.

c During the period prior to the Great East Japan Earthquake, if the business had suffered a net loss, the causes of that loss and indicate a policy for its elimination, together with a return to profit within approximately 5 years or so from the year following the year in which the date of the payment plan being established occurs.

(b) It shall include content [showing that] it may be expected that it will be economically reasonable for the Relevant Eligible Creditor, for example, there is a likelihood of obtaining a return which is equal to or greater than that which would be received from a bankruptcy proceeding.

(3) 対象債権者に対して債務の減免を要請する場合には、債務者が対象債権者に対して次の①及び②に定める事項を約することを内容とする。

(3) In a case of a request for a Relevant Eligible Creditor to reduce or release a debt, the it shall include content involving the debtor making the promises in favour of the Relevant Eligible Creditor set out in the following items ① and ②.

① 弁済計画案作成日現在において、財産目録に記載の財産以外に、時価20万円以上の資産又は債権者一覧表にない負債を有していないことを誓約すること。

① As at the time of the date of creation of the payment plan proposal, a covenant such that apart from the list of assets in the asset register, s/he does not have any assets worth more than a current market value of 200,000 yen or liabilities not included in the list of creditors.

② 第９項(3)により成立した弁済計画に従った弁済期間中に、第３項に定める要件（ただし、同項(4)及び(5)を除く。）のいずれかを充足しないことが判明した場合又は①の誓約に反する事実が判明した場合は、債務者の責めに帰することができない事由が認められる場合を除き、債務免除及び期限の猶予の合意が錯誤により無効となり、債務免除の効果が遡及的に消滅することに予め同意すること。

② During the payment period stipulated in the payment plan established in accordance with paragraph 9(3), if it became clear that any of the requirements specified in paragraph 3 (provided, however, that this excludes items (4) and (5) of that paragraph) were not satisfied or facts in violation of the covenant in ① became clear, a debtor will be taken to have given consent to retrospectively extinguishing the effect of a reduction or release of debt such that any agreement to a debt reduction or release or extension of time will be void for reason of mistake, except in

the case where reasons are recognized that the causes cannot be attributed to the debtor.

(4) 弁済計画案における権利関係の調整は、債権者間で平等でなければならない。ただし、債権者の間に差を設けても衡平を害しない場合は、この限りでない。

(4) The coordination of the relevant interests under the payment plan proposal must be done in a fair manner as between creditors. Provided, however, that this shall not apply where equitableness shall not be harmed even where there is a difference amongst creditors.

(5) 債務者の対象債権者に対する債務を主たる債務とする保証債務がある場合、主たる債務者が通常想定される範囲を超えた災害の影響により主たる債務を弁済できないことを踏まえて、以下の事情等を考慮して、保証履行を求めることが相当と認められる場合を除き、保証人（ただし、個人に限る。以下同じ。）に対する保証履行は求めないこととする。

(5) In a case where the debt owed to the Relevant Eligible Creditor of the debtor is a "principal debt" which is guaranteed,[9] based on a situation where the principal debt cannot be paid as a result of the effects of a disaster which go beyond the scope of ordinary expectations by a guarantor, taking into consideration the following circumstances etc, except in a case where it is recognized as reasonable to demand performance of the guarantor, a demand for performance of the guarantee shall not be made against the guarantor (provided however that this is limited to individuals; hereinafter the same).[10]

① 保証契約を締結するに至った経緯、主たる債務者と保証人の関係、保証による利益・利得を得たか否か等を考慮した保証人の責任の度合い

① The extent of the responsibility of the guarantor, taking into consideration details relating to the execution of the guarantee contact,

---

[9] The Japanese term 主たる債務 is a technical legal term which appears in article 446(1) of the Civil Code.

The following translation of article 446(1) is taken from Ministry of Justice (2012), *Japanese Law Translation, Civil Code (Part I, Part II, and Part III)*, http://www.japaneselawtranslation.go.jp/law/detail/?ft=2&re=02&dn=1&yo=civil+code&x=50&y=10&ky=&page=3, last accessed 24 January 2012.

Responsibility etc of Guarantor (保証人の責任等)
(1) A guarantor shall have the responsibility to perform the obligation of the principal obligor when the latter fails to perform such obligation.

[10] This provision is limited to guarantees given by individual guarantors, who are often the debtor's relatives in Japan. The protection afforded by the Guidelines is not designed to be extended to guarantor companies, who may themselves be a Relevant Eligible Creditor (see paragraph 5(5) and Q&A 2-1).

the relationship of the principal debtor to the guarantor, and the extent to which the guarantor obtained any profit or benefit

② 保証人の収入、資産、震災による影響の有無等を考慮した保証人の生活実態

② The guarantor's life circumstances taking into consideration guarantor's income, assets and the existence or not of the effects of the earthquake disaster etc

なお、保証人に対して保証履行を求めることが相当と認められる場合には、当該保証人についても、主たる債務者とともに弁済計画案を作成し、合理的な範囲で弁済の負担を定めるものとする。

In addition, in a case where it is recognized as reasonable for a demand for the performance of the guarantee to be made against the guarantor, the payment plan proposal may be created together with the principal debtor as well as in relation to that guarantor and provide for the payment liability up to a reasonable extent.

８．弁済計画案の確認報告

8. Notice of confirmation of a payment plan

(1) 債務者は、個人版私的整理ガイドライン運営委員会が作成した報告書（以下「報告書」という。）を、弁済計画案の提出と同日に全ての対象債権者に提出する。なお、個人版私的整理ガイドライン運営委員会が報告書を作成するにあたっては、個人版私的整理ガイドライン運営委員会に登録される弁護士、公認会計士、税理士（以下「弁護士等」という。）がその作成作業を行う（ただし、債務の減免を要請する内容を含む弁済計画案である場合には、作成者に弁護士を含めることとする。）。また、債務者は、弁済計画案及び報告書の提出を、個人版私的整理ガイドライン運営委員会を経由して行うことができる。

(1) A debtor shall submit a report (hereafter "Report") prepared by the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts to all of the Relevant Eligible Creditors on the same day as s/he submits a payment plan proposal. In addition, there will be preparatory work by a lawyer, certified public accountants, or licensed tax accountants (hereafter, "Lawyer etc") relating to the report prepared by the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts (provided, however, that the persons preparing the report shall include a lawyer in the case where the payment plan proposal includes contents involving a request for the reduction or release of debt). In addition, a

debtor may submit a payment plan proposal or Report via the Management Committee for the Guidelines for Individual Debtor Out-of-Court Workouts.

(2) 前項(2)①ハに定める弁済計画案とする場合を除き、本項 (1) の報告書には、次の①から⑤に掲げる事項を含めることとする。ただし、⑤については、債務の減免を要請する内容を含む弁済計画案である場合に限る。

(2) Except in the case of a payment plan proposal specified in item (2)① (c) of the preceding paragraph, the Report referred to in item (1) of this paragraph shall include the following items per ① to ⑤ below. Provided, however, that in relation to ⑤, this is limited to the case where the payment plan proposal includes contents involving a request for the reduction or release of debt.

① 債務者について第３項に定める要件の該当性
② 弁済計画案の内容
弁済計画案の内容がこのガイドラインに適合していることを含む。
③ 弁済計画案の合理性
弁済額の合理性（前項(5)に定める保証債務がある場合には、保証履行を求めることの相当性及び保証人の負担の範囲の合理性を含む。）、対象債権者の範囲の相当性、免除割合の合理性を含む。
④ 弁済計画案の実行可能性
⑤ 破産手続との比較

① satisfaction of the requirements specified in paragraph 3 in relation to the debtor
② contents of the payment plan proposal
Including whether the contents of the payment plan proposal conform to these Guidelines
③ reasonableness of the payment plan proposal
Including the reasonableness of the payment amount (including the appropriateness of making a demand for performance of a guarantee and reasonableness of the scope of liability of a guarantor in the case where there is a guaranteed debt specified in item (5) of the preceding paragraph), appropriateness of the scope of the Relevant Eligible Creditors, reasonableness of the forgiveness proportion
④ the possibility of the payment plan proposal being executed
⑤ a comparison with bankruptcy proceedings

(3) 前項(2)①ハに定める弁済計画案とする場合には、本項(1)の報告書には、次の①から④に掲げる事項を含めることとする。

(3) In the case of a payment plan proposal specified in item (2)①(c) of the preceding paragraph, the Report referred to in item (1) of this paragraph shall include the following items per ① to ④ below.

① 債務者について第３項に定める要件の該当性
② 弁済計画案の内容
弁済計画案の内容がこのガイドラインに適合していることを含む。
③ 弁済計画案の合理性
弁済額の合理性（前項(5)に定める保証債務がある場合には、保証履行を求めることの相当性及び保証人の負担の範囲の合理性を含む。）、対象債権者の範囲の相当性、免除割合の合理性を含む。
④ 弁済計画案の実行可能性

① satisfaction of the requirements specified in paragraph 3 in relation to the debtor
② contents of the payment plan proposal
Including whether the contents of the payment plan proposal conform to these Guidelines
③ reasonableness of the payment plan proposal
Including the reasonableness of the payment amount (including the appropriateness of making a demand for performance of a guarantee and reasonableness of the scope of liability of a guarantor in the case where there is a guaranteed debt specified in item (5) of the preceding paragraph), appropriateness of the scope of the Relevant Eligible Creditors, reasonableness of the forgiveness proportion
④ the possibility of the payment plan proposal being executed

９．弁済計画の成立

9. Establishment of a payment plan

(1) 債務者は、弁済計画案及び報告書の提出後、全ての対象債権者に対して、弁済計画案及び報告書の説明、質疑応答並びに意見交換（以下「弁済計画案の説明等」という。）を同日中に行う。なお、弁済計画案の説明等は、書面の交付により行うことができ（ただし、対象債権者の同意がある場合に限る。）、債権者説明会を開催して行うことも妨げない。また、債務者は、必要に応じて、報告書を作成した弁護士等（ただし、債務の減免を要請する内容を含む弁済計画案である場合には、弁護士を含めることとする。）に弁済計画案の説明等の支援を求めることができる。

(1) After submitting a payment plan proposal and Report, the debtor shall explain and respond to questions and exchange opinions with all of the Relevant Eligible Creditors about the payment plan proposal and Report (hereafter “Payment Plan Proposal Explanation etc”) during the same day.

In addition, the Payment Plan Proposal Explanation etc may occur based on an exchange of written documents (provided, however, that this is limited to cases where the Relevant Eligible Creditor consents), but this does not preclude also holding a creditor explanation meeting. Further, the debtor, to the extent necessary, may request the support of Lawyers etc (provided, however, that this shall include a lawyer in the case where the payment plan proposal includes contents involving a request for the reduction or release of debt) who prepared the Report for the Payment Plan Proposal Explanation etc.

(2) 対象債権者は、本項(1)に基づき弁済計画案の説明等がなされた日から１か月以内に弁済計画案に対する同意・不同意の意見を表明するものとする。ただし、必要があるときは、債務者及び全ての対象債権者の合意により、この期間を変更することができる。

(2) The Relevant Eligible Creditor shall indicate its opinion consenting or not consenting with respect to the payment plan proposal within 1 month of the date of the occurrence of the Payment Plan Proposal Explanation etc referred to in item (1) of this paragraph. Provided, however, that to the extent it is necessary, this period may be amended with the agreement of the debtor and all of the Relevant Eligible Creditors.

(3) 対象債権者の全てが、弁済計画案について同意し、その旨を書面により確認した時点で弁済計画は成立し、債務者は弁済計画を実行する義務を負担し、対象債権者の権利は、成立した弁済計画の定めに従って変更され、対象債権者は、猶予・減免など弁済計画の定めに従った処理をする。

(3) If all of the Relevant Eligible Creditors consent with respect to the payment plan proposal, the payment plan will be established at the time they confirm such consent in writing, and the debtor undertakes a duty to perform the payment plan; the rights of the Relevant Eligible Creditor shall be amended in accordance with the provisions of the payment plan so established, and the Relevant Eligible Creditor shall proceed in accordance with the provisions of the payment plan, including any extension or reduction or release etc.

(4) 弁済計画案に対して、本項(2)に定める期限までに対象債権者の全ての同意が得られず、かつ弁済計画案の変更など適宜の措置を協議しても合理的な期間内に同意が得られないときは、このガイドラインによる債務整理は不成立により終了する。

(4) In respect of the payment plan proposal, if it is not possible to obtain the consent of all of the Relevant Eligible Creditors by the period specified in item (2) of this paragraph, and where it is not possible to

obtain agreement within a reasonable period even based on consultation suitable measures such as amendment to that payment plan proposal, the debt workout in accordance with these Guidelines shall be terminated on the basis of failure to establish [a plan].

10. その他

10. Miscellaneous

(1) 債務者が弁済計画を履行できないときは、債務者及び全ての対象債権者は、弁済計画の変更（第７項(2)①ハに定める内容への変更を含む。）等について協議を行い、適切な措置を講じるものとする。

(1) Where a debtor cannot perform a payment plan, the debtor or all of the Relevant Eligible Creditors will consult with respect to amendments to the payment plan etc (including changes to the contents specified in paragraph 7(2) ①(c)), and take appropriate measures.

(2) このガイドラインによる債務整理を行った債務者について、対象債権者は、当該債務者が債務整理を行った事実その他の債務整理に関連する情報（代位弁済に関する情報を含む。）を、信用情報登録機関に報告、登録しないこととする。

(2) With respect to a debtor who has been involved in a debt workout in accordance with these Guidelines, the Relevant Eligible Creditors shall not report or register any of the fact of that debtor having used a debt workout or other information relating to the debt workout (including information in relation to payment in subrogation) to the Japan Credit Information Reference Center Corp.

(3) このガイドラインによる債務整理を円滑に実施するため、利用者に対する周知や第三者機関の整備等の所要の態勢整備に早急に取り組むこととし、このガイドラインは、平成23 年８月22 日から適用を開始することとする。なお、金融機関等の債権者及び第三者機関は、同日に先立ち、各々の準備が整い次第、債務者からの相談に応じることとする。

(3) For the smooth operation of debt workouts in accordance with these Guidelines, the necessary systems and measures shall be quickly taken to promote them to users and measures etc taken for the third party institution;[11] and the operation of these Guidelines shall commence on 22 August Heisei Year 23 [2011]. In addition, creditors who are financial institutions etc and the third party institution, shall respond to inquiries from debtors prior to that date based on various preparations.

[11] References to the third party institution in this paragraph are to the Management Committee.

（以上）
（End）