

# 投資事業有限責任組合契約に関する法律 Limited Partnership Act for Investment

(平成十年六月三日法律第九十号)  
(Act No. 90 of June 3, 1998)

## 第一章 総則 Chapter I General Provisions

(目的)

(Purpose)

第一条 この法律は、事業者に対する投資事業を行うための組合契約であつて、無限責任組合員と有限責任組合員との別を約するものに関する制度を確立することにより、事業者への円滑な資金供給を促進し、その健全な成長発展を図り、もつて我が国の経済活力の向上に資することを目的とする。

Article 1 The purpose of this Act is to promote the smooth provision of funds to enterprises and to promote their sound growth and development by establishing a system of limited partnership agreements for conducting investment in enterprises which provide for separate categories of unlimited liability partners having unlimited liability and limited liability partners having limited liability, and thereby contributing to the economic vitality of our country.

(定義)

(Definitions)

第二条 この法律において「事業者」とは、法人（外国法人を除く。）及び事業を行う個人をいう。

Article 2 (1) The term "enterprise" as used in this Act means a juridical person (excluding foreign corporations) or an individual carrying on business.

2 この法律において「投資事業有限責任組合」とは、次条第一項の投資事業有限責任組合契約によって成立する無限責任組合員及び有限責任組合員からなる組合をいう。

(2) The term "investment limited partnership" as used in this Act means a partnership that is formed from unlimited liability partners and limited liability partners pursuant to an investment limited partnership limited partnership agreement for investment as set forth in paragraph 1 of the following Article.

(投資事業有限責任組合契約)

(Investment Limited Partnership)

第三条 投資事業有限責任組合契約（以下「組合契約」という。）は、各当事者が出資

を行い、共同で次に掲げる事業の全部又は一部を営むことを約することにより、その効力を生ずる。

Article 3 (1) An investment limited partnership (hereinafter referred to as "partnership") becomes effective upon agreement by the parties to make contributions and jointly to carry out any or all of the following business activities:

一 株式会社の設立に際して発行する株式の取得及び保有並びに有限会社又は企業組合の設立に際しての持分の取得及び当該取得に係る持分の保有

(i) acquisition and holding of shares issued by stock companies (kabushiki kaisha) upon their establishment and acquisition and holding of equity shares issued by a limited liability company (yugen kaisha) or enterprise cooperatives (kigyo kumiai) upon their establishment;

二 株式会社の発行する株式、新株予約権（商法（明治三十二年法律第四十八号）第二百八十条ノ十九第一項に規定する新株予約権をいう。以下この項において同じ。）若しくは新株予約権付社債等（同法第三百四十一条ノ二第一項に規定する新株予約権付社債及びこれに準ずる社債として政令で定めるものをいう。以下この項において同じ。）又は有限会社若しくは企業組合の持分の取得及び保有

(ii) acquisition and holding of shares, share options (meaning share options prescribed in Article 280-19 (1) of the Commercial Code (Act no. 48 of 1899); hereinafter the same applies in this paragraph), or bond with share options, etc. (meaning bond with share options as set forth in Article 341-2 (1) of the Commercial Code and other bond instruments specified by Cabinet Order as being equivalent to bond with share options; hereinafter the same applies in this paragraph) issued by joint stock companies and acquisition and holding of equity shares of a limited liability company or enterprise cooperatives;

三 証券取引法（昭和二十三年法律第二十五号）第二条第一項に規定する有価証券（株式、新株予約権及び新株予約権付社債等を除き、同項第一号から第五号の三まで及び第七号から第十号までに掲げる有価証券（新株予約権付社債等を除く。）に表示されるべき権利であって同条第二項の規定により有価証券とみなされるものを含む。）のうち社債（新株予約権付社債等を除く。）その他の事業者の資金調達に資するものとして政令で定めるもの（以下「指定有価証券」という。）の取得及び保有（前二号の規定により投資事業有限責任組合（第九号を除き、以下「組合」という。）がその株式、新株予約権若しくは新株予約権付社債等を保有している株式会社又は組合がその持分を保有している有限会社若しくは企業組合（以下「特定会社等」と総称する。）以外の事業者の発行する指定有価証券（以下この号において「特定指定有価証券」という。）にあつては、特定指定有価証券である当該指定有価証券を組合が保有する期間が政令で定める期間を超えたときは、その日において、無限責任組合員のいずれかがこれを買取る旨を約した場合における当該特定指定有価証券の取得及び保有に限る。）

(iii) acquisition and holding of those securities prescribed in Article 2 (1) of the Securities and Exchange Act (Act no. 25 of 1948) (excluding shares, share

options and bond with share options, etc., but including rights that are to be represented by securities listed in items (i) to (v-iii) and (vii) to (x) of the same paragraph (excluding bond with share options, etc.) and are deemed to be securities by the provisions set forth in Article 2 (2) of the same Act) and which are bonds (excluding bond with share options, etc.) or other fund raising securities stipulated as such by Cabinet Order as contributing to the procuring of capital by an enterprise (such bonds and other securities hereinafter, "designated securities")- but in the case of "specified designated securities" (meaning such designated securities issued by an enterprise other than (x) a stock company of which issued shares, share options, and bond with share options, etc. are held by an investment limited partnership (excluding (ix), hereinafter referred to as "partnership") or (y) a limited liability company or enterprise cooperatives of which equity shares are held by a partnership, (such stock company, limited liability company or corporate partnership hereinafter collectively referred to as "specified company, etc.") pursuant to preceding items (i) and (ii)), limited to cases of acquisition or holding where one of the unlimited liability partners has promised that, if the period of holding by the partnership of the relevant designated securities that are specified designated securities exceeds the period specified by Cabinet Order, the unlimited liability partner will purchase the relevant specified designated securities, on the day of expiry of such period.

四 事業者に対する金銭債権の取得及び保有（特定会社等以外の事業者に対する金銭債権（以下この号において「特定金銭債権」という。）にあつては、特定金銭債権である当該金銭債権を組合が保有する期間が政令で定める期間を超えたときは、その日において、無限責任組合員のいずれかがこれを買取る旨を約した場合における当該特定金銭債権の取得及び保有に限る。）

(iv) acquisition and holding of monetary claims against an enterprise (in the case of monetary claims against an enterprise other than a specified company, etc. (hereinafter in this item referred to as "specified monetary claims"), limited to cases of acquisition and holding where one or more unlimited liability partners has promised that, if the period of holding of the relevant monetary claims which are specified monetary claims exceeds the period specified by Cabinet Order, the unlimited liability partner will purchase the relevant specified monetary claims on the day of expiry of such period);

五 事業者に対する金銭の新たな貸付け

(v) new loans to an Enterprise;

六 事業者の所有する工業所有権又は著作権の取得及び保有（これらの権利に関して利用を許諾することを含む。）

(vi) acquisition and holding of industrial property or copyrights (including granting a license to use the rights relating thereto) owned by an enterprise;

七 特定中小企業等（中小企業者（中小企業基本法（昭和三十八年法律第一百五十四号）第二条第一項各号に掲げるものをいう。）その他の者であって、これに対する資金供給を行うことが特に重要なものとして政令で定める者をいう。以下同じ。）であって投資営業者（投資事業を営む者をいう。第九号において同じ。）でないものを相手方とする匿名組合契約（商法第五百三十五条の匿名組合契約をいう。以下同じ。）の出資の持分又は信託の受益権（特定中小企業等の営む事業から生ずる収益又は利益の分配を受ける権利に限る。）の取得及び保有

(vii) acquisition and holding of equity investment in a silent partnership (tokutei kumiai) agreement (meaning a silent partnership agreement under Article 535 of the Commercial Code; the same applies hereinafter) of which a party is a specified small and medium-sized enterprise, etc. (refers to small and medium enterprises (meaning persons listed in each item of Article 2 (1) of the Small and Medium-sized Enterprise Basic Act (Act No. 154 of 1963) and other persons to whom the provision of capital has been specified by Cabinet Order as being especially important; the same applies hereinafter) but is not an investment manager (toshi eigyosha) (a person carrying on the investment business; the same applies in (ix)), or trust beneficial interests (limited to rights to receive distributions of earnings or profit arising from business carried on by a specified small and medium-sized enterprise, etc.);

八 前各号の規定により組合がその株式、持分、新株予約権、新株予約権付社債等、指定有価証券、金銭債権、工業所有権、著作権又は信託の受益権を保有している事業者に対して経営又は技術の指導を行う事業

(viii) provision of management-related advice or technical guidance to an enterprise of which the partnership owns shares, equity interest, share options, bond with share options, etc., designated securities, monetary claims, industrial property, copyrights or trust beneficial interests pursuant to any of the preceding items;

九 投資組合等（投資事業有限責任組合若しくは民法（明治二十九年法律第八十九号）第六百六十七条第一項に規定する組合契約で投資事業を営むことを約するものによって成立する組合又は外国に所在するこれらの組合に類似する団体をいう。以下同じ。）に対する出資及び投資営業者を相手方とする匿名組合契約に基づく出資（以下この号において「投資組合向け出資等」と総称する。）であって、一の投資組合等又は投資営業者に対する投資組合向け出資等の価額の投資事業有限責任組合の総組合員の出資の総額（組合契約において各組合員の出資予定額（各組合員が出資することを約した上限額をいう。以下この号において同じ。）が定められている場合にあつては、総組合員の出資予定額の合計額）に対する割合が政令で定める割合を超えない範囲内において行うもの（次に掲げる投資組合向け出資等（第十一号ロにおいて「特定投資組合向け出資等」という。）を除く。）

(ix) investment in investment partnership, etc. (meaning an investment limited partnership, or a partnership formed by a partnership agreement as prescribed in Article 667 (1) of the Civil Code (Act No. 89 of 1896) by virtue

of promises to carry on the investment business, or similar organizations located in a foreign country; the same applies hereinafter) and investment based on anonymous partnership agreements having an investment manager as a party (hereinafter collectively referred to in this item as "capital investment, etc. in investment partnership") where the ratio of the amount of said capital investment, etc. in investment partnership in any one investment partnership, etc. or investment manager to the total amount of capital contribution by all the partners in the investment limited partnership (if the partners' capital investment, commitment (the maximum amount that each partner has promised to invest; the same applies in this item) is stipulated in the partnership agreement, the total of such amounts) does not exceed the ratio specified by Cabinet Order (excluding capital investment, etc. in investment partnership described in (a) and (b) (referred to as "specified capital investment, etc. in investment partnership" in item (xi)-b)):

イ 投資事業有限責任組合の無限責任組合員である者（無限責任組合員が数人あるときは、そのいずれか一人の無限責任組合員である者。ロにおいて同じ。）がその業務を執行する者である投資組合等その他投資事業有限責任組合の業務の執行を実質的に支配する関係を有するものとして政令で定める投資組合等に対する出資

(a) Contributions in an investment partnership, etc., where an unlimited liability partner of the investment limited partnership (if there are more than one unlimited liability partners, any one of them; the same applies in (b)) executes the business or in other investment partnership, etc., specified by Cabinet Order as being one which is in the position (relationship) of having effective control over the execution of the business of the investment limited partnership

ロ 投資事業有限責任組合の無限責任組合員である者その他政令で定める者を相手方とする匿名組合契約に基づく出資

(b) Contributions based on a silent partnership agreement having as a party an unlimited liability partner of the investment limited partnership or other person as may be specified by Cabinet Order.

十 前各号の事業に付随する事業であって、政令で定めるもの

(x) business activities ancillary to the business described in the preceding items as specified by Cabinet Order;

十一 次に掲げる事業であって、政令で定めるところにより、前各号に掲げる事業の遂行を妨げない限度において行うもの

(xi) the business activities listed below that are carried out to the extent that, pursuant to the provisions of Cabinet Order, there is no hindrance to the conduct of the business activities set forth in any of the preceding items:

イ 外国法人の発行する株式、新株予約権、新株予約権付社債等若しくは指定有価証券若しくは外国法人の持分又はこれらに類似するものの取得及び保有

(a) Acquisition and holding of shares, share options, bond with share options, etc., designated securities issued by a foreign corporation, or, equity shares in a foreign corporation, or instruments similar to the same.

ロ 特定投資組合向け出資等

(b) Specified Contributions in Investment Partnership; and

十二 組合契約の目的を達成するため、政令で定める方法により行う業務上の余裕金の運用

(xii) investment of surplus funds in the course of business to be made in accordance with the manner specified by Cabinet Order in order to accomplish the purposes of the partnership agreement.

2 組合契約の契約書（以下「組合契約書」という。）には、次の事項を記載し、各組合員はこれに署名し、又は記名押印しなければならない。

(2) The written contract of the partnership agreement (hereinafter referred to as "partnership contract") must stipulate the matters listed below and be signed by or affix the name and seal of each of the partners:

一 組合の事業

(i) the businesses of the partnership;

二 組合の名称

(ii) the name of the partnership;

三 組合の事務所の所在地

(iii) the location of the office of the partnership;

四 組合員の氏名又は名称及び住所並びに無限責任組合員と有限責任組合員との別

(iv) the names and addresses of the partners and the classification of unlimited liability partner or limited liability partner for each of the partners;

五 出資一口の金額

(v) the amount of one unit of contributions;

六 組合契約の効力が発生する年月日

(vi) the date on which the partnership Agreement takes effect; and

七 組合の存続期間

(vii) the duration of the existence of the partnership.

3 組合に対してする通知又は催告は、組合の事務所の所在地又は無限責任組合員の住所にあててすれば足りる。

(3) It is sufficient that a notice or announcement to be made to a partnership is addressed to the location of an office of the partnership or to the address of an unlimited liability partner.

4 組合員の数の合計は、政令で定める数を超えてはならない。

(4) The total number of partners must not exceed the number to be specified by Cabinet Order.

(登記)

(Registration)

第四条 この法律の規定により登記を必要とする事項は、登記の後でなければ、これをもって善意の第三者に対抗することができない。

Article 4 (1) A matter for which registration is required pursuant to the provisions of this Act may not be duly asserted against a third party in good faith until after the registration of such matter has been completed.

2 この法律の規定により登記を必要とする事項について、故意又は過失により不実の事項を登記した者は、その事項が不実であることをもって善意の第三者に対抗することができない。

(2) A person who through intention or negligence has made a false registration on a matter for which registration is required pursuant to the provisions of this Act may not duly assert the falsity of said matter against a third party acting in good faith.

(名称)

(Name)

第五条 組合には、その名称中に投資事業有限責任組合という文字を用いなければならない。

Article 5 (1) A Partnership must include in its name the phrase "investment limited partnership."

2 何人も、組合でないものについて、その名称中に投資事業有限責任組合という文字を用いてはならない。

(2) An entity which is not a partnership may not include in its name the phrase "investment limited partnership."

3 組合の名称については、商法第十九条から第二十一条まで（商号）の規定を準用する。

(3) The provisions of Articles 19 through 21 (Trade Name) of the Commercial Code apply mutatis mutandis with respect to the name of a partnership.

4 有限責任組合員は、その氏、氏名又は名称を組合の名称中に用いることを許諾したときは、その使用以後に生じた組合の債務については、無限責任組合員と同一の責任を負う。

(4) In the event that a limited liability partner permits its family, personal or business name being included in the name of the partnership, the limited partner has the same responsibilities as the unlimited liability partners for any debts of the partnership that are incurred upon or after such use of the limited partner's surname or name in the name of the partnership.

## 第二章 組合員の権利及び義務

### Chapter II Rights and Obligations of the Partners

(組合員の出資)

(Contributions by Partners)

第六条 組合員は、出資一口以上を有しなければならない。

Article 6 (1) Each of the partners must own at least one unit of contributions.

2 組合員は、金銭その他の財産のみをもって出資の目的とすることができる。

(2) A partner's contributions in the partnership may be made only in the form of cash or other properties.

3 出資一口の金額は、均一でなければならない。

(3) The cash value of one unit of contributions must be uniform.

(特定組合の組合員の資格等)

(Qualifications of Partners of Specified Partnerships)

第六条の二 特定組合（組合のうち、特定中小企業等に該当する株式会社の発行する未公開株式（証券取引法第二条第十六項に規定する証券取引所に上場されておらず、かつ、同法第七十五条第一項の店頭売買有価証券登録原簿に登録されていない株式をいう。）の取得及び保有その他の政令で定める事業（以下「中小未公開企業株式取得等事業」という。）の全部又は一部のみを営むことをその組合契約において約した組合以外のものをいう。以下同じ。）の有限責任組合員たる資格を有する者は、同法第二条第三項第一号に規定する適格機関投資家その他の政令で定める者とする。

Article 6-2 (1) Persons qualified to be limited liability partners of a specified partnership (meaning a partnership other than a partnership of which the partnership agreement includes a commitment to engage wholly or partly in the business of acquiring and holding unlisted shares (refers to shares that are neither listed on a share exchange prescribed in Article 2 (16) of the Securities and Exchange Act nor registered on the registry of over-the-counter traded securities prescribed in Article 75 (1) of said Act) issued by a stock company that corresponds to a specified small and medium-sized enterprise, etc.) or other business specified by Cabinet Order (referred to hereinafter as "the business of acquiring shares, etc. of unlisted small or medium sized enterprises"; the same applies hereinafter) are to be qualified institutional investors as defined in Article 2 (3), item (i) of said Act or other persons specified by Cabinet Order.

2 組合契約の変更により特定組合以外の組合が特定組合となったときは、当該組合の有限責任組合員であって前項に規定する有限責任組合員たる資格を有しない者は、その時点において組合員の資格を喪失する。

(2) Where a partnership other than a specified partnership becomes a specified partnership by reason of amendment of its partnership agreement, any limited liability partner of such partnership who was not qualified to be such a partner prescribed in the preceding paragraph thereupon loses its qualification as a partner.

(業務執行の方法等)

(Manner of Management of the Partnership)



第七条 組合の業務は、無限責任組合員がこれを執行する。

Article 7 (1) The unlimited liability partners manage the operations of a partnership.

2 無限責任組合員が数人あるときは、組合の業務の執行は、その過半数をもって決する。

(2) In the case that there are two or more unlimited liability partners, the management of the partnership's businesses is determined by a majority of the unlimited liability partners.

3 組合の常務は、前項の規定にかかわらず、各無限責任組合員が単独でこれを行うことができる。ただし、その終了前に他の無限責任組合員が異議を述べたときは、この限りでない。

(3) Each unlimited liability partner may execute routine business of the partnership in its sole discretion notwithstanding the provisions of the preceding paragraph; provided, however, that this does not apply where any unlimited liability partner objects to such act of the unlimited liability partner before its completion.

4 無限責任組合員が第三条第一項に掲げる事業以外の行為を行った場合は、組合員は、これを追認することができない。無限責任組合員以外の者が同項に掲げる事業以外の行為を行った場合も、同様とする。

(4) In the event that the unlimited liability partners carry out acts other than the business activities listed in Article 3 (1), the partners may not ratify such act. The same applies in the event that any persons other than the unlimited liability partners conduct a business other than those listed in the same paragraph.

5 組合（特定組合を除く。以下この項において同じ。）の無限責任組合員が中小未公開企業株式取得等事業以外の行為を行った場合は、組合員は、これを追認することができない。組合の無限責任組合員以外の者が当該行為を行った場合も、同様とする。

(5) In the event that the unlimited liability partners of a partnership (excluding specified partnerships; hereinafter the same applies in this paragraph) conduct business activities other than the business of acquiring shares, etc. of unlisted small or medium sized enterprises, the partners may not ratify such act. The same applies in the event that any persons other than the unlimited liability partners conduct such business.

（財務諸表等の備付け及び閲覧等）

(Maintenance and Inspection of Financial Statements)

第八条 無限責任組合員は、毎事業年度経過後三月以内に、その事業年度の貸借対照表、損益計算書及び業務報告書並びにこれらの附属明細書（第三項において「財務諸表等」という。）を作成し、五年間主たる事務所に備えて置かなければならない。

Article 8 (1) The unlimited liability partners must prepare within three months after the end of each business year and maintain at the principal office for a

period of five years thereafter the balance sheet, profit and loss statement and business report, along with their detailed attachments (referred to as "financial statements, etc." in paragraph 3) for the business year concerned.

2 前項の場合においては、無限責任組合員は、組合契約書及び公認会計士（外国公認会計士を含む。）又は監査法人の意見書（業務報告書及びその附属明細書については、会計に関する部分に限る。次項において同じ。）を併せて備えて置かなければならない。

(2) In the case referred to in the preceding paragraph, the unlimited liability partners must also maintain the partnership contract and the written opinion (with respect to the business report and its annexed detailed statement only the portion relating to accounting; hereinafter the same applies in the following paragraph) prepared by either a certified public accountant (including a foreign certified public accountant) or an audit corporation.

3 組合員及び組合の債権者は、営業時間内は、いつでも、財務諸表等並びに前項の組合契約書及び意見書の閲覧又は謄写を請求することができる。

(3) A partner or a creditor of the partnership may inspect or request a copy of the financial statements, etc., and the partnership contract and written opinion described in the preceding paragraph at any time during normal business hours.

（組合員の責任）

（Responsibility of Partners）

第九条 無限責任組合員が数人あるときは、各無限責任組合員は組合の債務について連帯して責任を負う。

Article 9 (1) In the case where there are two or more unlimited liability partners each of the unlimited liability partners is jointly and severally liable for the obligations of the Partnership

2 有限責任組合員は、その出資の価額を限度として組合の債務を弁済する責任を負う。

(2) A limited liability partner is liable for the partnership's obligations only to the extent of the market value of its contributions.

3 有限責任組合員に組合の業務を執行する権限を有する組合員であると誤認させるような行為があった場合には、前項の規定にかかわらず、当該有限責任組合員は、その誤認に基づき組合と取引をした者に対し無限責任組合員と同一の責任を負う。

(3) Notwithstanding the provision of the preceding paragraph, in the case that a limited partner has misled a third party into believing that it is a partner having the authority to execute the business of the partnership, the limited liability partner has the same responsibilities as the unlimited liability partners vis-a-vis such third party who entered into a transaction with the partnership on the basis of such misunderstanding.

（財産分配の制限）

(Restrictions on Distribution of Partnership Assets)

第十条 組合財産は、貸借対照表上の純資産額を超えて、これを分配することができない。

Article 10 (1) The partnership property may not be distributed in an amount exceeding the amount of the partnership's net asset value as shown on the balance sheet.

2 有限責任組合員は、前項の規定に反して分配を受けた場合は、当該分配を受けた金額の範囲内において、組合の債務を弁済する責任を負う。ただし、有限責任組合員が当該分配を受けた時から五年を経過したときは、この限りでない。

(2) If a limited liability partner receives a distribution in violation of the preceding paragraph the limited partner is liable for the obligations of the Partnership to the extent of the amount so received; provided, however, that this does not apply after five years have elapsed since the limited liability partner received the distribution.

第三章 組合員の脱退

Chapter III Withdrawal by Partners

(任意脱退)

(Voluntary Withdrawal)

第十一条 各組合員は、やむを得ない場合を除いて、組合を脱退することができない。

Article 11 No partner may withdraw from a Partnership except in unavoidable circumstances.

(非任意脱退)

(Involuntary Withdrawal)

第十二条 前条に規定する場合のほか、組合員は、次の事由によって脱退する。

Article 12 Beyond as provided for in the preceding Article, a partner withdraws from the partnership based on the following grounds:

一 組合員たる資格の喪失

(i) loss of qualification to be a partner;

二 死亡

(ii) death;

三 破産

(iii) bankruptcy;

四 後見開始の審判を受けたこと。

(iv) order for ruling for commencement of guardianship; and

五 除名

(v) expulsion.

第四章 組合の解散及び清算

## Chapter IV Dissolution and Liquidation of a Partnership

(解散の事由)

(Events of Dissolution)

第十三条 組合は、次の事由によって解散する。ただし、第二号に掲げる事由による場合にあつては、その事由が生じた日から二週間以内であつて解散の登記をする日までに、残存する組合員の一致によって新たに無限責任組合員又は有限責任組合員を加入させたときは、この限りでない。

Article 13 A Partnership is dissolved if any of the following occur; provided, however, that with respect to the event listed in item (2) this does not apply, if new unlimited liability partners or limited liability partners are admitted by unanimous agreement of the remaining partners within two weeks from the occurrence of such event and if the registration of dissolution has not yet been made:

一 目的たる事業の成功又はその成功の不能

(i) achievement of its business purposes or if such achievement becomes impossible;

二 無限責任組合員又は有限責任組合員の全員の脱退

(ii) withdrawal by an unlimited liability partner or by all of the limited liability partners;

三 存続期間の満了

(iii) the expiration of the duration of the Partnership; or

四 組合契約で前三号に掲げる事由以外の解散の事由を定めたときは、その事由の発生

(iv) if any event other than those listed in the preceding three items is stipulated to be an event of dissolution in the partnership agreement, the occurrence of such event.

(清算人)

(Liquidators)

第十四条 組合が解散したときは、無限責任組合員がその清算人となる。ただし、総組合員の過半数をもって他人を選任したときは、この限りでない。

Article 14 In the event that a partnership is dissolved, the unlimited liability partners become the liquidators; provided, however, that this does not apply if other persons are elected as liquidators by a majority of all partners.

(清算人の業務執行方法)

(Liquidators' Manner of Execution of Business)

第十五条 清算人が数人あるときは、第七条第二項及び第三項の規定を準用する。

Article 15 The provisions of Article 15 Paragraphs 2 and 3 of Article 7 apply mutatis mutandis when there are two liquidators or more.

## 第五章 民法の準用

### Chapter V Mutatis Mutandis Application of the Civil Code

(民法の準用)

(Mutatis Mutandis Application of the Civil Code)

第十六条 組合については、民法（明治二十九年法律第八十九号）第六百六十八条（組合財産の共有）、第六百六十九条（金銭出資遅滞者の責任）、第六百七十一条から第六百七十四条まで（委任の規定の準用、業務執行者の辞任又は解任、組合員の業務及び財産の状況の検査権並びに組合員の損益分配の割合）、第六百七十六条（組合員の持分処分制限及び組合財産分割の禁止）、第六百七十七条（組合債務者の相殺の禁止）、第六百八十条（除名）、第六百八十一条（脱退組合員の持分の払戻し）、第六百八十三条（組合員の解散請求）、第六百八十四条（解除の効力の不そ及）、第六百八十七条（組合員である清算人の辞任又は解任）及び第六百八十八条（清算人の職務権限及び残余財産の分割方法）の規定を準用する。

Article 16 Articles 668 (joint ownership of partnership assets), 669

(responsibility of persons delaying in making cash contribution), 671 through 674 (mutatis mutandis application of provisions for entrustment, resignation or dismissal of an executor of business, partners' right of inspection of the state of business and assets and proportion in respect of distribution of profits and losses to partners), 676 (restriction on disposal of equity interest by partners and prohibition of split of partnership assets), 677 (prohibition of set-off by debtors to the partnership), 680 (expulsion), 681 (return of equity interest to withdrawing partners), 683 (request for dissolution by partners), 684 (non-retroactiveness of effect of cancellation), 687 (resignation or removal of partner liquidators) and 688 (authority of liquidators and method of distribution of residual assets) of the Civil Code (Act No. 89 of 1896) apply mutatis mutandis with respect to a Partnership.

## 第六章 登記

### Chapter VI Registration

(組合契約の効力の発生の登記)

(Registration of a Partnership Agreement taking effect)

第十七条 組合契約が効力を生じたときは、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、次の事項を登記しなければならない。

Article 17 When a Partnership Agreement takes effect, the following matters must be registered within two weeks at the location of the principal office and within three weeks at the secondary offices:

- 一 第三条第二項第一号、第二号、第六号及び第七号に掲げる事項

- (i) the matters listed in Article 3 paragraph 2 items (1) (2) (6) and (7);  
二 無限責任組合員の氏名又は名称及び住所
- (ii) the names and addresses of the unlimited liability partners;  
三 組合員の数の合計
- (iii) the total number of partners;  
四 組合の事務所
- (iv) the offices of the Partnership; and  
五 組合契約で第十三条第一号から第三号までに掲げる事由以外の解散の事由を定めたときは、その事由
- (v) if any event other than those listed in Article 13 items (1) through (3) is stipulated as a event of dissolution in the Partnership Agreement such event.

(従たる事務所の新設の登記)

**(Registration of Establishment of a Secondary Office)**

第十八条 組合契約の効力の発生の登記後に従たる事務所を設けたときは、主たる事務所の所在地においては二週間以内に従たる事務所を設けたことを登記し、その従たる事務所の所在地においては三週間以内に前条に掲げる事項を登記し、他の従たる事務所の所在地においては同期間内にその従たる事務所を設けたことを登記しなければならない。

Article 18 (1) In the event that a secondary office is established after the registration of the Partnership Agreement taking effect, such establishment of a secondary office must be registered at the location of the principal office within two weeks and the matters listed in the preceding Article must be registered at the location of such secondary office within three weeks and the establishment of such secondary office must be registered at the locations of other secondary offices within the same period.

2 主たる事務所又は従たる事務所の所在地を管轄する登記所の管轄区域内において新たに従たる事務所を設けたときは、その従たる事務所を設けたことを登記すれば足りる。

(2) If a secondary office is established in the jurisdictional district of the registry office that is in charge of the location of the principal office, or any secondary office, it is sufficient to register the fact that such new secondary office has been established.

(事務所の移転の登記)

**(Registration of Office Relocation)**

第十九条 組合が主たる事務所を移転したときは、二週間以内に、旧所在地においては移転の登記をし、新所在地においては第十七条に掲げる事項を登記し、従たる事務所を移転したときは、旧所在地においては三週間以内に移転の登記をし、新所在地においては四週間以内に同条に掲げる事項を登記しなければならない。

Article 19 (1) If a Partnership relocates its principal office, the relocation must

be registered within two weeks at the district in which the former office was located and the matters listed in Article 17 must be registered at the district in which the new office is located. If a Partnership relocates a secondary office, the relocation must be registered within three weeks at the district in which the former office was located and the matters listed in the same Article must be registered within four weeks at the district in which the new office is located.

2 同一の登記所の管轄区域内において主たる事務所又は従たる事務所を移転したときは、その移転の登記をすれば足りる。

(2) If the principal office or a secondary office is only being relocated within the jurisdictional district of the same registry office, it is sufficient to register such relocation.

(変更の登記)

(Registration of Changes)

第二十条 第十七条に掲げる事項に変更を生じたときは、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、変更の登記をしなければならない。

Article 20 If a change in any of the matters listed in Article 17 occurs, such change must be registered within two weeks at the location of the principal office and within three weeks at the locations of the secondary offices.

(無限責任組合員の業務執行停止等の登記)

(Registration of Suspension of Business Execution by Unlimited Liability Partner)

第二十一条 無限責任組合員の業務の執行を停止し、若しくはその業務を代行する者を選任する仮処分又はその仮処分の変更若しくは取消しがあったときは、主たる事務所及び従たる事務所の所在地において、その登記をしなければならない。

Article 21 If a provisional disposition is ordered suspending the execution of the business by an unlimited liability partner or appointing a person to execute business on its behalf or that such provisional disposition is changed or rescinded, said fact must be registered at the districts of the principal office and the secondary offices.

(解散の登記)

(Registration of Dissolution)

第二十二条 組合が解散したときは、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、解散の登記をしなければならない。

Article 22 If a Partnership is dissolved, the registration of dissolution must be made within two weeks at the location of the principal office and within three weeks at the locations of the secondary offices.

(清算人の登記)

**(Registration of Liquidators)**

第二十三条 無限責任組合員が清算人となったときは、解散の日から、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、清算人の氏名又は名称及び住所を登記しなければならない。

**Article 23 (1) If the unlimited liability partners become the liquidators, the names and addresses of the liquidators must be registered within two weeks from the date of dissolution at the location of the principal office and within three weeks at the locations of the secondary offices.**

2 清算人の選任があったときは、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、清算人の氏名又は名称及び住所を登記しなければならない。

**(2) If a liquidator is elected, the name and address of the liquidator must be registered within two weeks at the location of the principal office and within three weeks at the locations of the secondary offices.**

3 第二十条の規定は前二項の規定による登記に、第二十一条の規定は清算人について準用する。

**(3) The provisions of Article 20 apply mutatis mutandis with respect to the registration set forth in the preceding two paragraphs and the provisions of Article 21 apply mutatis mutandis with respect to liquidators.**

(清算終了の登記)

**(Registration of Completion of Liquidation)**

第二十四条 組合の清算が終了したときは、清算終了の日から、主たる事務所の所在地においては二週間以内に、従たる事務所の所在地においては三週間以内に、清算終了の登記をしなければならない。

**Article 24 Upon completion of the liquidation of a Partnership, the completion of the liquidation of the Partnership must be registered within two weeks from the date of completion of the liquidation at the location of the principal office and within three weeks at the locations of the secondary offices.**

(管轄登記所及び登記簿)

**(Registry Office with Jurisdiction and Registry)**

第二十五条 組合契約の登記に関する事務は、組合の事務所の所在地を管轄する法務局若しくは地方法務局若しくはこれらの支局又はこれらの出張所が管轄登記所としてつかさどる。

**Article 25 (1) The Legal Affairs Bureau or local Legal Affairs Bureau or a branch or sub-office thereof in the location where the office of a partnership is located take charge of the administrative processes related to the registration of the partnership agreement as the registry office with jurisdiction.**



2 登記所に、投資事業有限責任組合契約登記簿を備える。

(2) A Registry of the investment limited partnership is maintained in each registry office.

(登記の申請)

(Application for Registration)

第二十六条 第十七条から第二十条までの規定による登記は無限責任組合員の申請によって、第二十二条から第二十四条までの規定による登記は清算人の申請によってする。

Article 26 (1) The registrations pursuant to the provisions of Articles 17 through 20 are made upon application by an unlimited liability partner and those pursuant to the provisions of Articles 22 through 24 are made upon application by a liquidator.

2 前項の登記の申請をする無限責任組合員又は清算人が法人であるときは、申請書に当該法人の代表者の資格を証する書面を添付しなければならない。

(2) In the event that the unlimited liability partner or liquidator who applies for registration pursuant to the preceding paragraph is a juridical person, a certificate evidencing the qualification to represent such juridical person must be attached to the written application.

(組合契約の効力の発生の登記の添付書面)

(Attachment to Registration of Partnership Agreement Taking Effect)

第二十七条 組合契約の効力の発生の登記の申請書には、組合契約書を添付しなければならない。

Article 27 The Partnership Contract must be attached to the application for registration of the occurring of effect of the partnership agreement.

(変更の登記の添付書面)

(Attachment to Registration of Changes)

第二十八条 事務所の新設若しくは移転又は第十七条に掲げる事項の変更の登記の申請書には、事務所の新設若しくは移転又は登記事項の変更を証する書面を添付しなければならない。

Article 28 In an application for registration of an establishment or relocation of office or registration of any change in the matters listed in Article 17, a written document evidencing the establishment or relocation of the office or the change in the registered information must be attached to the application.

(解散の登記の添付書面)

(Attachment to Registration of Dissolution)

第二十九条 解散の登記の申請書には、その事由の発生を証する書面を添付しなければならない。

Article 29 In an application for registration of dissolution, a written document

evidencing the occurrence of an event of dissolution must be attached to the application.

(清算人の登記の添付書面)

(Attachment to Registration of Liquidators)

第三十条 総組合員の過半数をもって選任した清算人の登記の申請書には、総組合員の過半数の一致があったことを証する書面及びその者が受任したことを証する書面を添付しなければならない。

Article 30 In an application for registration of a liquidator who has been elected by a majority of all partners, a written document evidencing the agreement by a majority of all partners and a written document evidencing the acceptance of office by such person, must be attached to the application.

(清算人の登記の変更の登記の添付書面)

(Attachment to Registration of Change in the Registration of Liquidators)

第三十一条 清算人の退任による変更の登記の申請書には、退任を証する書面を添付しなければならない。

Article 31 (1) In an application for registration of change in the registration by reason of resignation of a liquidator, a written document evidencing such resignation must be attached to the application.

2 清算人の氏名又は名称及び住所の変更の登記の申請書には、登記事項の変更を証する書面を添付しなければならない。

(2) In an application for registration of change in the name or address of a liquidator, a written document evidencing such change in the registered information must be attached to the application.

(清算終了の登記の添付書面)

(Attachment to Registration of Completion of Liquidation)

第三十二条 清算終了の登記の申請書には、組合財産の処分が完了したことを証する総組合員が作成した書面を添付しなければならない。

Article 32 In an application for registration of completion of liquidation, a written document executed by all partners evidencing that the disposal of the partnership property has been completed must be attached to the application.

(商業登記法等の準用)

(Mutatis Mutandis Application of the Commercial Registration Act)

第三十三条 組合の登記については、商業登記法（昭和三十八年法律第百二十五号）第二条から第五条まで（登記所及び登記官）、第七条から第十八条まで、第十九条の二から第二十三条まで、第二十四条（第十六号を除く。）、第二十六条（登記簿等及び登記手続の通則）、第二十七条（類似商号登記の禁止）、第五十六条から第五十九条まで、第六十一条第一項（合名会社の登記）及び第七十条から第七十二条まで（登記

の更正及び抹消、電子情報処理組織による登記に関する特例並びに雑則)並びに民事保全法(平成元年法律第九十一号)第五十六条(法人の代表者の職務執行停止の仮処分等の登記の嘱託)の規定を準用する。この場合において、商業登記法第五十六条第三項中「商法第六十四条第一項」とあるのは「投資事業有限責任組合契約に関する法律(平成十年法律第九十号)第十七条」と、民事保全法第五十六条中「法人を代表する者その他法人の役員」とあるのは「投資事業有限責任組合の無限責任組合員又は清算人」と、「法人の本店又は主たる事務所及び支店又は従たる事務所」とあるのは「投資事業有限責任組合の主たる事務所及び従たる事務所」と読み替えるものとする。

Article 33 Articles 2 through 5 (Registry Office and Registrar), 7 through 18, 19-2 through 23, 24 (excluding item (xvi)), 26 (General Rules for Registry, etc. and Registration Procedure), 27 (Prohibition on Use of Similar Trade Names), 56 through 59, 61(1) (Registration of Incorporated Unlimited Liability Partnership (gomei gaisha)) and 107 through 127 (Revision or Cancellation of Registration, Special Rules on Registration by Electronic Data Processing System and Miscellaneous Provisions) of the Commercial Registration Act (Act No. 125 of 1963) and Articles 56 (Entrustment of Registration of Provisional Dispositions Concerning Suspension of Business Execution by a Representative of a Juridical person, etc.) of the Civil Provisional Remedies Act (Act No 91 of 1989) apply mutatis mutandis with respect to the registration of a partnership. In application of the foregoing provisions of the Commercial Registration Act, the phrase "Article 64 (1) of the Commercial Code" in Article 56 (3) of the Commercial Registration Act is replaced with "Article 17 of the Investment Limited Partnership Act (Act No 90 of 1998)" and the phrases "a representative of the juridical person or other executives of the juridical person" and "the head office or principal office and branches or secondary offices of the juridical person" in Article 56 of the Civil Preservation Act are respectively replaced with "an unlimited liability partner or a liquidator of the investment limited partnership" and "the principal office and secondary offices of the investment limited partnership".

## 第七章 罰則

### Chapter VII Penal Provisions

第三十四条 次の場合には、無限責任組合員又は清算人は、百万円以下の過料に処する。

Article 34 In the following cases unlimited liability partners or liquidators are punished by a civil fine of no more than 1,000,000 yen:

一 この法律に定める登記を怠ったとき。

(i) if they fail to perform the registrations required by this Act; or

二 第八条の規定に違反して書類を備えて置かず、その書類に記載すべき事項を記載せず、若しくは不実の記載をし、又は正当な理由がないのにその書類の閲覧若しくは謄写を拒んだとき。

(ii) if they fail to maintain the required documents, fail to record the required information in these documents or record false information or refuse to allow inspection or copying of these documents without legitimate grounds, in violation of the provisions of Article 8.

第三十五条 不正の競争の目的で、登記された組合の名称と同一又は類似の名称を使用した者は、二十万円以下の過料に処する。第五条第三項において準用する商法第二十一条第一項の規定に違反した者も、同様とする。

Article 35 Any person who uses a registered name of a partnership or a similar name for the purpose of unfair competition is punished by a fine of no more than 200,000 yen. The same also applies to persons who violate the provisions of Article 21 (1) of the Commercial Code, as applied mutatis mutandis pursuant to Article 5 (3) of this Act.