

Shibuya City Partnership Certificate

Guide to the Preparation of Notarial Instruments of Voluntary Guardianship Contracts and Agreed Contracts



Illustration: masahiro yamanaka

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渋谷区
Shibuya City

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1 What is a notarial instrument?

A notarial instrument is a document regarding legal acts between the parties or other facts concerning certain rights under private law. A notarial instrument is an official document prepared at the request of the parties by a notary who has been appointed by the Minister of Justice and is engaged in public service.

Unlike ordinary contracts and letters of intent prepared by private individuals, notarial instruments are considered to be superior in terms of their probative value (i.e., they offer greater credibility and can be used as stronger evidence).

2 Notary offices

A notarial instrument is prepared at a notary office by a notary who belongs to that office.

Notary offices are established by notaries belonging to the Legal Affairs Bureaus or District Legal Affairs Bureaus at locations designated by the Minister of Justice. There are about 300 notary offices nationwide. Notarial instruments can be prepared not only at notary offices in Shibuya City, but at any notary office in Japan. (Please refer to the list of notary offices on pages 24 to 26.)

3 How are notarial instruments prepared?

Notarial instruments are primarily prepared in accordance with the following procedures.

└─Notary office─┬──────────Notary office or by fax, etc.──────────┬─Notary office─┐



- Submission of required documents.
- Notary confirms intention of parties and content of contract and then begins preparing draft.

- Generally, drafts are prepared based on ready-made contract forms.
 - ※ A separate consultation is necessary if there are matters that do not fit the ready-made contract forms.
- Drafts are confirmed by the notary by facsimile or other means prior to finalization.

- Notarial instruments are signed, sealed, and completed in the presence of the parties. ※ 2

※ 1: Some notary offices require a reservation, so please check with the notary office in advance.

※ 2: Under the Notary Act, an interpreter is required to be present when preparing the notarial instrument if any party does not understand Japanese.

The lodging of a request for a notarial instrument requires both parties requesting the instrument to be present at the notary office. In addition to the draft contract to be included in the instrument, please bring the following documents necessary for identity verification (any one of the following):

- Japanese driver's license and seal
- Passport and seal
- Certificate of registered seal (prepared within the past three months) and registered seal
- My Number Card and seal

※ If you are a foreign resident, identity verification can be completed by showing your Residence Card (zairyu card), your Special Permanent Resident Certificate (tokubetsu eijusha shoumeisho) or your Alien Registration Card (gaikokujin touroku shoumei). You may also sign your name instead of using a seal impression.

4 Notarial instruments required for Partnership Certification in Shibuya City

For the Partnership Certification, two types of notarial instruments are required: (i) a notarial instrument of voluntary guardianship contract and (ii) a notarial instrument of agreed contract between the parties that sets out the matters specified by Shibuya City for the parties to cohabit.

1 Notarial instrument of voluntary guardianship contracts

For a Partnership Certification, each party must have prepared and registered a notarial instrument of voluntary guardianship contract under which the other party is one of the voluntary guardianship mandataries. For example, if X and Y are applicants of the Partnership Certification, X and Y must enter into two separate voluntary guardianship contracts: a contract wherein X nominates Y to become X's voluntary guardianship mandatarary and another contract wherein Y nominates X to become Y's voluntary guardianship mandatarary.

A voluntary guardianship contract is a contract where a person authorizes a voluntary guardianship mandatarary (who becomes a "voluntary guardian" after the voluntary guardianship contract becomes effective) to act as a proxy in handling affairs pertaining to the other person's livelihood, medical treatment and nursing care, and management of property in the event that the other person is unable to exercise or make proper judgments and decisions in the future due to impairment.

This system is designed to enable the voluntary guardian to protect the livelihood of the person under guardianship pursuant to the contract if that person's ability to exercise or make proper judgments and decisions is impaired.

A "voluntary guardianship contract" is a contract that a person concludes while the person is in possession of their mental (and physical) abilities with another person whom such person finds trustworthy. It authorizes such other person to manage their property, conclude necessary contracts, and perform other acts on their behalf after their ability to exercise or make proper judgments and decisions is impaired.

The Act on Voluntary Guardianship Contract stipulates that this contract shall be made by notarial instrument.

This notarial instrument is prepared by a notary in a notary office following the process explained in "3. How are notarial instruments prepared?" and is completed with the signature and seal of the notary in the presence of both parties. The original document will be kept at the notary office, and an authenticated copy and a transcript of the notarial instrument will be delivered to the parties (the voluntary guardianship mandatarary and the person mandating them).

As the notary will commission a registry office (a Legal Affairs Bureau) to perform registration, it is not necessary for the parties to file an application for registration.

★ Special rules on confirmation when certifying partnership (see page 8)

In principle, two types of notarial instruments, namely, a notarial instrument of voluntary guardianship contract and a notarial instrument of an agreed contract, are used for confirmation for the certification of a partnership. However, in particular cases, the certification may be made with only a notarial instrument of an agreed contract.

Voluntary Guardianship Contract Q & A

※ Q1, Q2, Q3, Q5 and Q6 are taken from the Japan National Notaries Association's website

Q1. What is the cost of preparing a notarial instrument of voluntary guardianship contract?

A1. The following costs will be incurred.

※ For the certification of a partnership, each party must have prepared a notarial instrument of voluntary guardianship contract under which the other party is one of the voluntary guardianship mandataries. Therefore, the total cost is double the following.

(i) Notary office fees: 13,000 yen

※ If the number of pages exceeds four, 300 yen will be added for each additional page.

(ii) Stamp fee paid to Legal Affairs Bureau: 2,600 yen

(iii) Registration fee for Legal Affairs Bureau: 1,600 yen

(iv) Fee for registered mail: the fee for registered mail varies depending on the weight.

(v) Fee for preparation of authenticated copy and transcript: 300 per page × Number of pages × 3 copies

Q2. Can we freely determine the content of the contract?

A2. Since a voluntary guardianship contract is a contract, it is possible to decide its specific content freely by mutual agreement between the parties, as long as the content is not contrary to the intent of the law.

Q3. When do voluntary guardians (ninni kouken-nin) start their duties?

A3. Since a voluntary guardianship contract is concluded before the impairment of the judgment of the person to be under guardianship (i.e. the mandator), voluntary guardians will only begin their duties in the event that the mandator becomes inadequately capable of making decisions due to a mental disorder.

Specifically, the person who agreed to become a voluntary guardian (i.e. the voluntary guardianship mandatory) or relatives or like of the mandator may, with the consent of the mandator, petition a family court to be appointed as a voluntary guardian by reason that the mandator's judgment has deteriorated and it is necessary to commence the voluntary guardian's duties. When the family court formally makes such appointment for the supervision of the mandator, the voluntary guardianship mandatory will then commence the voluntary guardian duties as set out in the contract.

Q4. Who are voluntary guardianship supervisors (ninni kouken-kantokunin)? What are their duties?

A4. Voluntary guardianship supervisors are professionals (e.g. lawyers, judicial scriveners, social workers, certified public tax accountants) who are appointed by the family court. Voluntary guardianship supervisors look after the voluntary guardian to see if the voluntary guardian is conducting the task properly and are authorized by the family court to order the voluntary guardian to report the financial conditions of the mandator. The voluntary guardianship supervisor will report to the family court regarding the voluntary guardian's performance. In case there is a matter where there is a conflict of interest between the voluntary guardian and the mandator, the voluntary guardianship supervisor will act on behalf of the mandator.

The remuneration of the voluntary guardianship supervisor will be paid from the mandator's property based on the determination of the family court.

Q5. What are the basic duties of a voluntary guardian (ninni kouken-nin)?

A5. One of the voluntary guardian's duties is to manage the property of the mandator. This includes the management of real estate, deposits and pensions, as well as the payment of taxes and public charges. Another duty involves nursing care and daily life arrangements, including, among other things, procedures related to applications for certification of needed long-term care, conclusion of contracts for the provision of long-term care services by long-term care service providers, payment for long-term care, conclusion of medical contracts, hospitalization procedures, payment for hospitalization, remittance of living costs, arrangement for trial stays at nursing homes, and conclusion of tenancy contracts with nursing homes. As described above, the voluntary guardian's duties are to properly manage the property of the mandator and to provide him/her with support for nursing care and daily life.

Q6. Is it possible to discontinue a voluntary guardianship contract?

A6. A voluntary guardianship contract may be cancelled, but the requirements for such cancellation vary depending on the timing of cancellation.
For example, the contract may be cancelled by a document certified by a notary at any time prior to the appointment of a voluntary guardian. In the case of termination by agreement between the parties, the termination shall become effective immediately upon that agreement in writing being certified, and in the case of termination by one of the parties, it is necessary to obtain the certification of a document stating the party's intent to terminate the contract and then notify the other party by sending the document.

Q7. Will the notarial instrument be prepared only in Japanese?

A7. Yes, the original notarial instruments will be only in Japanese, as the notary can only prepare notarial instruments that are written in Japanese.



2 Notarial instrument of an agreed contract

To certify the partnership, the couple will be required to enter into a “notarial instrument of an agreed contract” that sets out the matters specified by Shibuya City.

※ When the couple uses a notarial instrument of voluntary guardianship contracts, they need to execute two voluntary guardianship contracts to nominate each other as a voluntary guardianship mandatary (one contract to nominate X as the mandatary of Y, and the other to nominate Y as the mandatary of X). Conversely, since the notarial instrument of an agreed contract is a contract stipulating what has been agreed between the couple, the couple needs to execute only one contract.

Mandatory matters

A notarial instrument of an agreed contract must clearly set out the following. In addition, the following must be clearly stated even if **the special rules on confirmation when certifying partnership** described in page 8 are applicable.

- (1) The parties are in a sincere relationship based on love and trust.
- (2) The parties are obliged to cohabit, cooperate responsibly with each other in their cohabitation, and share the expenses necessary for them to cohabit.

Sample provisions for notarial instrument (*see page 21.)

Article []: X and Y confirm they are in a sincere relationship based on love and trust.

Article []: X and Y shall cohabit, cooperate responsibly with each other in their cohabitation, and share the expenses necessary for them to cohabit.

Shibuya City only confirms whether the matters above are clearly stipulated, and as long as they are, the couple has absolute discretion to set forth any other matters to which they agree in the notarial instrument of an agreed contract.

Such matters might include, for example, power of attorney for medical care, responsibilities to repay debts incurred for household necessities, and other property-related issues (see page 10).

This notarial instrument is prepared by a notary at a notary office and is completed with the signature and seal of the notary in the presence of the couple. The original instrument is kept in the notary office and an authenticated copy of the notarial instrument is issued to the couple, as described in “3. How are notarial instruments prepared?”.

Special rules on confirmation when certifying a partnership

When Shibuya City verifies the partnership, generally, two notarial instruments must be submitted as evidence of the partnership. However, if one or both persons fall(s) under any of the following conditions, Shibuya City can issue the certificate without confirmation through a notarial instrument of voluntary guardianship contracts if (a) and (b) below are clearly set out in the notarial instrument of an agreed contract together with **the mandatory matters** on page 7 .

To what situations do these rules apply?

- If one partner of the couple has entered into or intends to enter into a voluntary guardianship contract where a third party other than their partner is nominated as the voluntary guardianship mandatary, and the partner has given consent to this voluntary guardianship contract.
 - If one partner of the couple is a person with gender identity disorder who has not received a court ruling for change in recognition of gender status under Article 3 of the Act on Special Cases in Handling Gender Status for Persons with Gender Identity Disorder (Act No. 111 of 2003), and the couple has agreed to get married after the person receives the ruling.
 - If the person is still in the process of establishing their livelihood or property, and it is difficult to specify the scope of the authority of representation for the affairs to be entrusted to the voluntary guardianship mandatary.
- ※ In addition to the above, other cases where the Shibuya City mayor finds that there are reasonable grounds for the special rules to apply.

※ “The person is still in the process of establishing their livelihood or property, and it is difficult to specify the scope of the authority of representation for the affairs to be entrusted to the voluntary guardianship mandatary” refers to cases where it is difficult to specify the scope of the authority of representation (e.g. management, retention, and disposal of property, transactions with financial institutions, inheritance, insurance, nursing care contracts, residence, etc.) granted to a voluntary guardianship mandatary in a voluntary guardianship contract because the person is still in the process of establishing their livelihood or property, and the future plans for their livelihood are still not clear.

In the event of any one of the above

The following must be stipulated in the notarial instrument of an agreed contract

One of the above items must be specified in the notarial instrument of an agreed contract and the following (a) and (b) must also be stipulated:

(a) If the physical or mental ability of one partner of the couple deteriorates, the other person shall assist them in regard to the affairs concerning their daily life, medical treatment and nursing, and management of property to the extent possible, shall respect such person's intentions, and shall give necessary consideration to their mental and physical condition and living conditions.

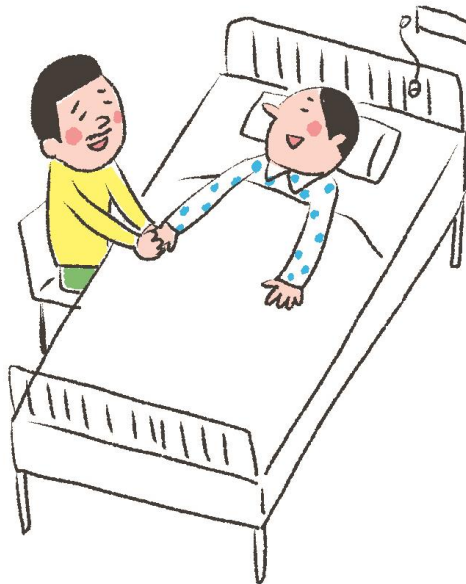
(b) If it becomes necessary, the couple shall promptly conclude a notarial instrument of a voluntary guardianship contract.

Sample provisions for notarial instrument (*see page 22)

"Article []: X and Y are still in the process of establishing their livelihood or property, and it is difficult to specify the scope of the authority of representation for the affairs to be entrusted to the voluntary guardianship mandatary; accordingly, X and Y have agreed that (a) if the physical or mental ability of X or Y deteriorates, the other party shall assist such party in regard to the affairs concerning such party's daily life, medical treatment and nursing, and management of property to the extent possible, shall respect such party's intentions, and shall give necessary consideration to their mental and physical condition and living conditions, and (b) if it becomes necessary, X and Y shall promptly conclude a notarial instrument of voluntary guardianship contract."

Shibuya City confirms necessary matters are stipulated

Partnership is certified based on notarial instrument of an agreed contract, instead of notarial instrument of voluntary guardianship contract(s)



Agreed Contract Q & A

Q. What is the cost of preparing a notarial instrument of an agreed contract?

A. The basic costs are as follows. However, the actual costs may vary depending on the contract provisions that the couple decide to include other than the mandatory matters to be verified by Shibuya City as well as on the notary. We recommend checking with the notary about the costs in advance.

(1) Notary office fees: 13,000 yen

※ If the instrument is more than four pages, 300 yen will be added for each additional page.

(2) Fee for authenticated copy: 300 yen per page × Number of pages

Q. Other than mandatory matters, what are some examples of provisions that can be included in the contract?

A. Samples of mandatory matters are set forth in pages 21 and 22. The following are sample voluntary provisions for agreed contracts prepared by the Japan Notary Association, but the couple may stipulate provisions (other than the mandatory matters) at their discretion based on their circumstances. In other words, unless such provisions are contrary to the intent of the law, there is no restriction on the provisions that the couple can agree to include.

Article []: Delegation Concerning Medical and Nursing Care

1. X and Y agree in advance that if either party becomes ill and needs treatment or operation in a hospital, they shall delegate the other party to be present during such treatment or operation and, either together or on their behalf, to receive explanations about their condition and the treatment plan and outlook of such treatment or operation from physicians.

2. In addition to the preceding paragraph, if either party becomes ill, they shall grant the other party the rights typically granted to their relatives, including the right to accompany them during hospitalization, to visit them even when the hospital instructs them not to have other visitors, and to sign consent forms for operations, with preference over their closest relatives in exercising those rights at the time of outpatient treatment, hospitalization, operation, and critical condition.

Article []: Liability for Debts Incurred for Household Necessities

If either of X or Y engages in a legal act with a third party regarding everyday household matters, the other party shall be jointly and severally liable for debts that arise from that act.

Article []: Property

1. The property held by each of X and Y as of the time of this Contract shall be their own individual property.

2. Any property that X or Y has acquired or inherited from their own relatives shall be their own individual property.

3. Property acquired by X or Y during the period in which X and Y are cohabiting, other than those set forth in the preceding two paragraphs, shall be jointly owned by X and Y unless otherwise agreed.

4. The living expenses arising from X and Y's cohabitation shall be equally borne by X and Y; provided, however, that in the event X's income and Y's income are significantly different, X and Y shall discuss how to bear such expenses equally based on their income.

Article []: Liquidation of Common Property

In the event that this Contract is terminated, X and Y shall equally distribute the common property acquired while their cohabitation; provided, however, that in the event a different agreement is reached after due consultation between X and Y, such agreement shall prevail.

Article []: Compensation for Non-Pecuniary Damage

The party to whom the termination of this Contract is attributable shall be liable to the other party for the payment of compensation for non-pecuniary damage, in addition to the distribution of property provided for above.

Article []: Discussion in Good Faith

If any matter not stipulated in this Contract or any uncertainty concerning the interpretation of this Contract arises, X and Y shall discuss with each other in good faith to resolve such matter or uncertainty.

Q. Will the notarial instrument be prepared only in Japanese?

- A. Yes, the original notarial instrument will be only in Japanese, as the notary can only prepare notarial instruments that are written in Japanese.

5 What to do in advance to prepare notarial instruments (including sample provisions)

1 Discussion of draft voluntary guardianship contract

To prepare a notarial instrument of voluntary guardianship contract, each party needs to determine in advance the scope of matters to be delegated to the other party.

Notary offices have prepared **a sample of typical provisions (see “List of Authority of Representation” on pages 17 to 20, and “Notarial Instrument of Voluntary Guardianship Contract” on pages 14 to 16)**. The person to be subject to guardianship (i.e. the mandator) and the person who will be the voluntary guardian (i.e. the voluntary guardianship mandatary) need to discuss carefully what provisions to include in the contract using this sample as a reference.

Even if you have not decided what provisions to include in the voluntary guardianship contract, if you consult with the notary, they will give you advice. Therefore, we recommend that you consult with the notary in advance.

To enter into a voluntary guardianship contract, the following documents are required:

(1) Seal registration certificate (inkan touroku shoumeisho)

(2) Transcript of family register (koseki touhon)

(3) Residence certificate (juuminhyo)

※ All of the above documents must have been issued within the past three months.

※ If you are a foreign resident, you may show your Residence Card (zairyu card), your Special Permanent Resident Certificate (tokubetsu ejusha shoumeisho) or your Alien Registration Card (gaikokujin touroku shoumei) instead of submitting (1) and (2) to the notary office.



2 Discussion of draft agreed contract

To prepare a notarial instrument of an agreed contract, each party needs to determine what should be agreed in advance for them to cohabit.

Pages 21 to 23 contain sample provisions prepared by the Japan National Notaries Association. (Please refer to the sample voluntary provisions for agreed contracts on page 10 as well.) Please discuss what provisions to include in the contract carefully with your partner using this sample as a reference.

The following documents are required for identity verification.

(1) Seal registration certificate (inkan touroku shoumeisho)

(2) A Japanese driver's license, a My Number Card, or a passport.

※ If you are a foreign resident, you may show your Residence Card (zairyu card), your Special Permanent Resident Certificate (tokubetsu ejusha shoumeisho) or your Alien Registration Card (gaikokujin touroku shoumei) instead of submitting/showing (1) and (2) to the notary office.

※ There is a system in place that offers partial financial assistance for the costs associated with creating a notarized document required to apply for partnership certification. Please refer to “Grant of Subsidy to Obtain Shibuya City Partnership” for further information.

Reference

Sample Provisions for Notarial Instrument of Voluntary Guardianship Contract

Notarial Instrument of Voluntary Guardianship Contract

The Notary, at the request of the mandator ○○○○ (the "Mandator") and the mandatory ○○○○ (the "Mandatory"), hereby records the outline of their statements with regard to the following legal acts and prepares this Notarial Instrument.

Article 1 (Purpose of Contract)

The Mandator delegates to the Mandatory affairs related to the Mandator's life, medical treatment and nursing, and management of property (the "Affairs under Guardianship") as of DD/MM/YY pursuant to the Act on Voluntary Guardianship Contract in situations where the Mandator becomes inadequately capable of making decisions due to a mental disorder, and the Mandatory accepts such delegation.

Article 2 (Effectuation of Contract)

- 1 The voluntary guardianship contract set forth in the preceding Article (the "Contract") shall take effect when a supervisor of a voluntary guardian is appointed.
- 2 When, after the Contract is executed, the Mandator becomes incapable of making decisions due to a mental disorder and the Mandatory finds it appropriate to undertake the Affairs under Guardianship pursuant to the Contract, the Mandatory shall file a request with the family court for the appointment of a supervisor of a voluntary guardian.
- 3 The legal relations between the Mandator and the Mandatory after they enter into the Contract shall be governed by the provisions of the Civil Code in addition to those provided in the Act on Voluntary Guardianship Contract and the Contract.

Article 3 (Scope of Affairs under Guardianship)

The Mandator shall delegate to the Mandatory those Affairs under Guardianship as set forth in the attached "List of Authority of Representation (Voluntary Guardianship Contract)" (the "Listed Affairs under Guardianship") and grant the Mandatory the authority of representation for the administration of the Listed Affairs under Guardianship.

Article 4 (Obligation of Personal Consideration)

In undertaking the Listed Affairs under Guardianship, the Mandatory shall respect the intentions of the Mandator and give consideration to the Mandator's living conditions and other circumstances. The Mandatory shall, in order to handle the Listed Affairs under Guardianship, endeavor to understand the Mandator's living, mental and physical conditions by, among others, interviewing the Mandator as appropriate, requesting the Mandator's caregivers and other daily life assistants to report on the Mandator's living conditions, receiving explanations related to the Mandator's mental and physical conditions from the general practitioner and other medical personnel.

Article 5 (Custody of Certificates and Other Items)

- 1 If the Mandatory receives from the Mandator any of the following certificates or other documents equivalent thereto that are necessary for the administration of the Listed Affairs under Guardianship, the Mandatory shall issue a receipt describing the details of the documents and the method of custody to the Mandator:
 - 1) Registered certificate of rights; 2) registered seal or bank seal; 3) seal registration card or My Number Card; 4) bankbooks; 5) cash cards; 6) securities and certificates of securities deposit; 7) pension-related documents; and 8) significant contract documents such as a land leasing contract, a building lease contract or a loan contract.

- 2 If a person other than the Mandator possesses the certificates or other items set forth in the preceding paragraph after the Contract becomes effective, the Mandatary may assume such items from the person and keep custody thereof.
- 3 The Mandatary may use the items set forth in the first paragraph to the extent required for the administration of the Listed Affairs under Guardianship, receive mails or other communications addressed to the Mandator, and open any mail or documents which appear to be relevant to the Listed Affairs under Guardianship.

Article 6 (Burden of Expenses)

The expenses that are necessary for the Mandatary to undertake the Listed Affairs under Guardianship shall be borne by the Mandator. The Mandatary may expend the expenses from the property of the Mandator under the Mandatary's control.

Article 7 (Remuneration)

[Cases where the Mandator pays remuneration to the Mandatary]

- 1 After the Contract becomes effective, the Mandator shall pay [〇〇 yen] to the Mandatary at the end of every month as remuneration for the administration of the Listed Affairs under Guardianship. The Mandatary may receive the payment from the property of the Mandator under the Mandatary's control.
- 2 In the event where the amount of the remuneration set forth in the preceding paragraph becomes inappropriate due to any of the following grounds, the Mandator and the Mandatary may, after consultation with the supervisor of a voluntary guardian, change the amount of the remuneration:
 - (1) deterioration in the Mandator's living or health conditions;
 - (2) fluctuation in the economic circumstances; or
 - (3) occurrence of other special circumstances that make the current amount of the remuneration inappropriate.
- 3 In the cases set forth in the preceding paragraph, if the Mandator is unable to express their intention, the Mandatary may change the amount of the remuneration by obtaining a written consent of the supervisor of a voluntary guardian.
- 4 The amendment contract pursuant to paragraph 2 hereof shall be made by a notarial instrument.
- 5 In the event that the administration of the Listed Affairs under Guardianship goes beyond sale or disposition of real estate, litigation acts or otherwise exceeds the scope of ordinary administration of property, the Mandator shall pay the Mandatary extra remuneration in addition to the monthly remuneration. The Mandator and the Mandatary shall, after consultation with the supervisor of a voluntary guardian, set the amount of such extra remuneration. If the Mandator is unable to express the Mandator's intention, the Mandatary may decide the amount of the extra remuneration by obtaining a written consent of the supervisor of a voluntary guardian.

[Cases with no remuneration]

- 1 The Mandatary shall undertake the Listed Affairs under Guardianship without remuneration.
- 2 In the event that the unpaid administration by the Mandatary becomes inappropriate due to any of the following grounds, the Mandator and the Mandatary may, after consultation with the supervisor of a voluntary guardian, set forth the amount of the remuneration:
 - (1) deterioration in the Mandator's living or health conditions;
 - (2) fluctuation in the economic circumstances; or
 - (3) occurrence of other special circumstances that make the current amount of the remuneration inappropriate.

- 3 (The same as paragraph 3 in “Cases where the Mandator pays remuneration to the Mandatary.”)
- 4 (The same as paragraph 4 in “Cases where the Mandator pays remuneration to the Mandatary.”)

Article 8 (Report)

- 1 The Mandatary shall report in writing to the supervisor of a voluntary guardian every three months on the following matters concerning the Listed Affairs under Guardianship:
- (1) status of administration of the Mandator’s property managed by the Mandatary;
 - (2) the details of property which the Mandatary acquired or disposed on behalf of the Mandator, the date of the acquisition/disposition, reasons for the acquisition/disposition and the counterparty of the transaction;
 - (3) money received or paid on behalf of the Mandator;
 - (4) measures taken with regard to personal custody of the Mandator;
 - (5) the details of expenditure, the dates, reasons and the counterparties of the expenditure; and
 - (6) receipt of remuneration if the Mandator pays remuneration to the Mandatary.
- 2 The Mandatary shall, whenever requested by the supervisor of a voluntary guardian, report him/her promptly on the requested matters.

Article 9 (Cancellation of the Contract)

- 1 The Mandator or the Mandatary may cancel the Contract at any time with a document notarized by a notary until the supervisor of a voluntary guardian is appointed.
- 2 After the supervisor of a voluntary guardian is appointed, the Mandator or the Mandatary may, with permission of the family court, cancel the Contract only if there is a justifiable reason to do so.

Article 10 (Termination of the Agreement)

- 1 The Contract shall terminate in the following cases:
- (1) when the Mandator or the Mandatary is deceased, or rendered a court decision of the commencement of bankruptcy proceedings;
 - (2) when a court renders a ruling for the commencement of guardianship of the Mandatary;
 - (3) when the Mandatary is dismissed from the voluntary guardianship;
 - (4) when a court renders a ruling for the commencement of legal guardianship (guardianship, curatorship or assistance) of the Mandator after the appointment of the supervisor of a voluntary guardian; and
 - (5) when the Contract is cancelled.
- 2 If any of the events set forth in the items of the preceding paragraph takes place after the appointment of the supervisor of a voluntary guardian, the Mandator or the Mandatary shall promptly notify the supervisor to that effect.
- 3 If any of the events set forth in the items of paragraph 1 takes place after the appointment of the supervisor of a voluntary guardian, the Mandator or the Mandatary shall promptly file an application for registration of the termination of the Voluntary Guardianship Contract.

※ [List of Authority of Representation] (Form No.1 or Form No.2) shall be attached.

Voluntary Guardianship Contract "List of Authority of Representation"

The scope of the Affairs under Guardianship, for which a voluntary guardian exercises the authority of voluntary representation, must be specified in advance. The scope of the Affairs under Guardianship shall be stated in a list of authorities of representation. You may use either Form 1 (checkbox method) or Form 2 (comprehensive entry method) depending on your preference. [Please contact a notary office for more information.]

[Form No.1] Sample (Please note that this is different from the actual format.)

List of authority of representation

A Matters concerning administration, preservation, disposal, etc. of property

- A1 ☐ The administration and preservation of property stated in the Exhibit "Inventory of Property" which belongs to X and property that comes to belong to X after the execution of the Contract (excluding deposits and savings [B1 and B2]), and the proceeds thereof
- A2 ☐ Disposition or modification of the abovementioned property (including additional property) and its proceeds
 - ☐ Sale
 - ☐ Execution, amendment, and cancellation of a lease contract
 - ☐ Execution, amendment, and cancellation of a mortgage contract
 - ☐ Others (as described in the attached "List of Administration, Preservation, Disposal, etc. of Property")

B Matters concerning transactions with financial institutions

- B1 ☐ Transactions related to deposits and savings stated in the attached "List of Deposits and Savings" belonging to X (deposits and savings management, bank transfer requests, refund, change and cancellation, etc. of accounts, the same shall apply hereinafter)
- B2 ☐ Opening of deposit and saving accounts and transactions related to such deposits and savings
- B3 ☐ Safe deposit box transactions
- B4 ☐ Safe deposit transactions
- B5 ☐ Other transactions with financial institutions
 - ☐ Current account transactions
 - ☐ Loan transactions
 - ☐ Guarantee transactions
 - ☐ Security interest transactions
 - ☐ Securities transactions (government bonds, public bonds, financial bonds, corporate bonds, investment trusts etc.)
 - ☐ Exchange transactions
 - ☐ Trust transactions (including money trusts with the planned (expected) dividend rates (loan trusts))
 - ☐ Others (as described in the attached "List of Transactions with Financial Institutions")

C Matters concerning receipt of periodic income and payment of periodic expenses

- C1 ☐ Receipt of periodic incomes and related procedures
 - ☐ House rent/land rent
 - ☐ Pensions, disability pensions and other social security benefits
 - ☐ Others (as described in the attached "List of Receipt of Periodic Incomes")
- C2 ☐ Payment of expenses required for periodic expenditure and related procedures
 - ☐ House rent/land rent
 - ☐ Utilities
 - ☐ Insurance premiums
 - ☐ Loan repayment
 - ☐ Others (as described in the attached "List of Payment of periodic expense")

D Matters concerning remittance and purchase of goods necessary for daily life

D1 ☐ Remittance of living expenses

D2 ☐ Purchase of daily necessities and other daily activities-related transactions

D3 ☐ Purchase of equipment and goods necessary for daily life other than daily necessities

E Matters concerning inheritance

E1 ☐ Division of estate, or approval or waiver of inheritance

E2 ☐ Refusal of gifts or testamentary gifts, or acceptance of gifts with burdens or testamentary gifts

E3 ☐ Petition for Contributory Portion

E4 ☐ Claim for Abatement of Statutory Reserved Portion

F Matters concerning insurance

F1 ☐ Execution, amendment, and cancellation of insurance contracts

F2 ☐ Receiving insurance benefits

G Matters concerning custody of certificates, etc. and various procedures

G1 ☐ Preservation and use of the items listed below and others equivalent thereto within the scope necessary for the administration of the Affairs under Guardianship

☐ Registered Certificate of Rights

☐ Registered seal, bank seal or seal registration card

☐ Others (as described in the attached "Inventory of Certificates, etc. in Custody")

G2 ☐ Matters concerning safe custody transactions of share certificates, etc.

G3 ☐ Application for registration

G4 ☐ Application for security deposit

G5 ☐ Requests for resident records, certified copies of Family Register, certificates of registered matters and other certificates issued by Administrative Organizations

G6 ☐ Filing of tax returns and payment of taxes

H Matters concerning contracts for using welfare services, such as nursing care contracts

H1 ☐ Execution, amendment and cancellation of nursing care contracts and payment of expenses therefor (including the use of care service providers under Long-Term Care Insurance System, and contracts of dispatch of caregivers, housework assistants, etc.)

H2 ☐ Applications for certification of Long-Term Care, and approval of, or objection to, the certification

H3 ☐ Execution, amendment and cancellation of contracts for social services other than nursing care contracts, and payment of expenses therefor

H4 ☐ Execution, amendment and cancellation of contracts admission to welfare-related facilities (including tenancy contracts for fee-based nursing homes) and payment of expenses therefor

H5 ☐ Application for welfare-related measures (including admission of facilities, etc.) and objection to the decision thereof

I Matters concerning residence

I1 ☐ Purchase of residential real estate

I2 ☐ Disposition of residential real estate

I3 ☐ Execution, amendment and cancellation of a land lease contract

I4 ☐ Execution, amendment and cancellation of a house lease contract

I5 ☐ Execution, amendment and cancellation of a contract for construction, extension, renovation, and repair of houses, etc.

J Matters concerning medical care

J1 ☐ Execution, amendment and cancellation of medical contracts, and payment of expenses therefor

J2 ☐ Execution, amendment and cancellation of contracts regarding hospital admission, and payment of expenses therefor

K Other matters other than A~J (as stated in the attached "List of Other Matters of Delegation")

L Matters concerning the process of disputes that arise with respect to each of the foregoing matters

L1 ☐ Non-judicial settlements (private settlements)

L2 ☐ Arbitration contracts

L3 ☐ Filing of objections with administrative organizations and carrying out the objection proceedings

L4.1 If the mandatory of voluntary guardianship is a lawyer, following matters

L4.1.1 ☐ Procedural acts (filing of lawsuits, request for conciliation or temporary restraining orders, or prosecution, response, etc. of such proceedings)

L4.1.2 ☐ Matters for special authorization as provided in Article 55, Paragraph 2 of the Code of Civil Procedure (filing of counterclaims, withdrawal of actions, judicial settlements, waiver or acknowledgment of claims, filing of appeals to a court of second instance or final appeals, election of sub-agents, etc.)

L4-2 ☐ Mandatory of voluntary guardian authorizing a lawyer to undertake procedural acts and matters for special authorization as provided in Article 55, Paragraph 2 of the Code of Civil Procedure

L5 ☐ Other matters concerning dispute resolutions (as described in "List of Dispute Resolution")

M Matters concerning sub-agents/administrative agents

M1 ☐ Appointment of sub-agents

M2 ☐ Appointment of administrative agents

N Matters concerning each of the above-mentioned affairs

N1 ☐ Payment of expenses necessary for processing of any of the foregoing matters

N2 ☐ Any and all matters related to any of the foregoing matters

※ **A ☒ shall be indicated in the ☐ of the affairs for which the voluntary guardian is to exercise authority of representation.**

[Form No. 2]

Form 2 provides for the scope of authority of representation in a comprehensive manner. [Example I] is general while

[Example II] is detailed, from which any unnecessary parts are to be deleted.

[Example I]

List of authority of representation (Voluntary Guardianship Contract)

1 Matters concerning the preservation, management and disposition of real property, movables, and all other properties

2 Matters concerning all transactions with financial institutions, securities firms and insurance companies

3 Matters concerning remittance of X's living expenses, acquisition of property necessary for living, purchase of goods and other transactions related to daily life, and receipt of periodic incomes and payment of periodic expenses

4 Matters concerning medical care contracts, hospitalization contracts, nursing care contracts and other welfare services contracts, and welfare-related facility admission/exit contracts

5 Matters concerning applications for certification of Long-Term Care and an approval of, or an objection to, the certification

6 Matters concerning procedural acts (including matters for special authorization as provided in Article 55, Paragraph 2 of the Code of Civil Procedure)

7 Any and all matters related to any of the foregoing

[Example II]

List of authority of representation (Voluntary Guardianship Contract)

- 1 Matters concerning the preservation, management and disposition of real property, movables, and all other properties
- 2 Matters concerning all transactions with financial institutions, post offices and securities firms
- 3 Matters concerning insurance contracts (including similar contracts such as mutual aid contracts);
- 4 Matters concerning receipt of periodic incomes and payment of expenses requiring periodic expenditures
- 5 Matters concerning remittance of living expenses, acquisition of property necessary for living, and purchase of goods and other transactions related to daily life (including amendment or cancellation of contracts)
- 6 Matters concerning medical care contracts, hospitalization contracts, nursing care contracts and other welfare services contracts, and welfare-related facility admission/exit contracts
- 7 Matters concerning applications for certification of Long-Term Care and an approval of, or an objection to, the certification, and matters concerning applications for welfare-related measures (including measures for residential care) and filing of objections to related decisions
- 8 Matters concerning the use of welfare-related loan systems such as the Silver Fund Loan System and Long-Term Life Support Fund System
- 9 Matters concerning the custody of significant documents, such as certificates of registered rights, seals, seal registration cards, My Number cards, deposit and savings passbooks, cash cards, securities and their deposit certificates, pension-related documents, land and building lease contracts, and other important documents, as well as the use thereof within the scope necessary for the administration of each matter
- 10 Matters concerning contracts for the purchase and lease of residential real estate, and contracts for construction, extension and renovation of houses
- 11 Matters concerning applications for registration and deposit, filing of tax returns, and requests for various certificates
- 12 Matters concerning consultation on division of estate, claim for abatement of statutory reserved portions, waiver of inheritance and qualified acceptance
- 13 Matters concerning the filing of a petition for a ruling for the commencement of legal guardianship against the spouse or a child
- 14 Matters concerning the execution of a new voluntary guardianship contract
- 15 Matters concerning applications to administrative organization, administrative appeals, and handling of disputes (including delegation of procedural acts inclusive of delegation to lawyers of matters for special authorization as provided in Article 55, Paragraph 2 of the Code of Civil Procedure, and delegation of preparation of notarial instruments) concerning the above-mentioned matters
- 16 Matters concerning the appointment of sub-agents and the designation of administrative agents
- 17 Any and all matters related to any of the foregoing

Sample Provisions for Notarial Instrument of Agreed Contract [Basic type]

These sample provisions are for a notarial instrument of an agreed contract in the case where neither party falls within **the special rules on confirmation when certifying a partnership** on page 8 which only provides for **the mandatory matters** described on page 7.

In this sample, Shibuya City will verify only those provided in Article 2, Paragraph 1 and Article 3 (only the items circle with ☐). Items provided in Article 1, Article 2, Paragraph 2, and Article 4 are the examples when the parties provide for them voluntarily and may be revised if both parties desire to do so.

You may also add other items to this sample (see the "samples of voluntary provisions" on page 10).

[Basic type] (*prepared by Japan National Notaries Association)

Notarial Instrument of Partnership Contract

As of DD/MM/YY, at the request of ○○○○ ("X") and ○○○○ ("Y"), I hereby record the outline of the statements with regard to the following legal acts and prepare this Notarial Instrument.

Article 1

Upon obtaining the "Partnership Certificate" under the Shibuya City Ordinance to Promote a Society in which Respects Human Rights and Eliminates Discrimination", X and Y agree as follows with regard to their cohabitation.

Article 2

- 1 X and Y confirm that they are in a sincere relationship based on love and trust.
- 2 X and Y mutually pledge that their will to be lifelong partners is solid and secure.

Article 3

X and Y shall cohabit, cooperate responsibly with each other in their cohabitation, and share the expenses necessary for them to cohabit.

Article 4

- 1 X and Y may terminate this Contract by mutual consent.
- 2 X or Y may cancel this Contract by manifesting their intention to the other party, when the other party violates a provision of this Contract or there is any other reason that makes it difficult to maintain this Contract.
- 3 If this Contract is terminated, X or Y shall promptly notify the Mayor of Shibuya City of the dissolution of their partnership.

Sample Provisions for Notarial Instrument of Agreed Contract

[Cases where Special Rules Apply]

These sample provisions are for a notarial instrument of an agreed contract in the case where one party or both parties fall(s) within the special rules on confirmation when certifying a partnership on page 8.

In this sample, Shibuya City will verify those provided in Article 2, Paragraph 1, Article 3 and Article 4 (the items circled with ). Items provided in Article 1, Article 2, Paragraph 2, and Article 5 are the examples when the parties provide for them voluntarily, which may be revised if both parties desire to do so.

You may also add other items to this sample (see the "samples of voluntary provisions" on page 10).

[Cases where Special Rules Apply] (**prepared by Japan National Notaries Association*)

Notarial Instrument of Partnership Contract

As of DD/MM/YY, at the request of ○○○○ ("X") and ○○○○ ("Y"), I hereby record the outline of the statements with regard to the following legal acts and prepare this Notarial Instrument.

Article 1

Upon obtaining the "Partnership Certificate" under the Shibuya City Ordinance to Promote a Society in which Respects Human Rights and Eliminates Discrimination", X and Y agree as follows with regard to their cohabitation.

Article 2

1 X and Y confirm that they are in a sincere relationship based on love and trust.

2 X and Y mutually pledge that their will to be lifelong partners is solid and secure.

Article 3

X and Y shall cohabit, cooperate responsibly with each other in their cohabitation, and share the expenses necessary for them to cohabit.

Article 4

X/Y/X and Y [Please select and insert one applicable item from the following (i) to (iii) below]; accordingly, X and Y have agreed that (a) if the physical or mental ability of X or Y deteriorates, the other person shall assist them in regard to the affairs concerning their daily life, medical treatment and nursing, and management of property to the extent possible, shall respect their intentions, and shall give necessary consideration to their mental and physical condition and living conditions, and (b) if it becomes necessary for both parties, X and Y will promptly prepare a notarial instrument of voluntary guardianship contract.

- (i) has/have entered [*Note: in the case where such voluntary guardianship contract has not been entered yet, please provide "is/are expected to enter"*] into a voluntary guardianship contract that appoints a person other than X/Y as a guardian, and Y/X agrees to such appointment;
- (ii) is a person with gender identity disorder who has not yet rendered a ruling for a change in the gender status as stipulated in Article 3 of the Act on Special Cases in Handling Gender Status for Persons with Gender Identity Disorder (Act No. 111 of 2003) and both parties have agreed on getting married after such ruling is rendered; or
- (iii) is/are still in the process of establishing their livelihood or property, and it is difficult to specify the scope of the authority of representation for the affairs to be entrusted to the voluntary guardianship mandatary.

Article 5

1 X and Y may terminate this Contract by mutual consent.

2 X or Y may cancel this Contract by manifesting their intention to the other party, when the other party violates a provision of this Contract or there is any other reason that makes it difficult to maintain this Contract.

3 If this Contract is terminated, X or Y shall promptly notify the Mayor of Shibuya City of the dissolution of their partnership.

List of Notary Offices in Tokyo

※ Cited from the Japan National Notaries Association website

Notary Office	Zip Code	Location	T E L	F A X
Kashimigaseki	100-0011	Fukoku Life Building, 1 st basement, 2-2-2, Uchisaiwai-cho, Chiyoda City kasumigaseki4315@proof.ocn.ne.jp	03-3502-0745	03-3502-3840
Nihonbashi	103-0026	Nisshokan Building, 1 st floor, 1-10, Nihonbashi Kabutocho, Chuo City nb.notar@cello.ocn.ne.jp	03-3666-3089	03-6661-7611
Shibuya	150-0041	Nippon Life Shibuya Building, 8 th floor, 1-21-1, Jinnan Shibuya City shibuya@koshonin.gr.jp	03-3464-1717	03-3464-2799
Kanda	101-0044	KYY Building, 3 rd floor, 1-9-4, Kajicho, Chiyoda City kanda@kanda-kosho.jp	03-3256-4758	03-3256-1200
Ikebukuro	170-6008	Sunshine 60 Building, 8 th floor, 3-1-1, Higashi-Ikebukuro, Toshima City ike-kosho@bird.ocn.ne.jp	03-3971-6411	03-3984-2740
Omori	143-0016	Omori Center Building, 2 nd floor, 1-17-2, Omori-Kita, Ota City omori-notary@coffee.ocn.ne.jp	03-3763-2763	03-3763-4500
Shinjuku	160-0023	Masumoto Building, 5 th floor, 7-4-3, Nishi-Shinjuku, Shinjuku City manager@shinjuku-notary.com	03-3365-1786	03-3365-3835
Bunkyo	112-0003	Bunkyo Civic Center, 8 th floor, 1-16-21, Kasuga, Bunkyo City office@bunkyo-kosho.jp	03-3812-0438	03-3812-0413
Ueno	110-0015	Tomita Building, 4 th floor, 1-7-2, Higashi-Ueno, Taito City uenotary@siren.ocn.ne.jp	03-3831-3022	03-3831-3025
Asakusa	111-0034	Nissay Dowa Sampo Asakusa Building, 2 nd floor, 2-4-8, Kaminarimon, Taito City asakusa@asakusa-koshoyakuba.jp	03-3844-0906	03-3845-2523
Marunouchi	100-0005	Shin-Tokyo Building, 2 nd floor, 235-ku, 3-3-1, Marunouchi, Chiyoda City marunouchi@maru-notary.com	03-3211-2645	03-3211-2647
Kyobashi	104-0031	Nishikan Head Office Building, 6 th floor, 1-1-10, Kyobashi, Chuo City kyobashi@koshonin.gr.jp	03-3271-4677	03-3271-3606
Ginza	104-0061	Ginza Shimizu Building 5 th floor, 4-4-1, Ginza, Chuo City office@ginza-notary.jp	03-3561-1051	03-3561-1053
Shinbashi	105-0004	Civil Aviation Center, 6 th floor, 1-18-1, Shimbashi, Minato City shinbashi@koshonin.gr.jp	03-3591-4845	03-3591-5590
Shiba	105-0003	Tokyo Kensho Building, 5 th floor, 3-19-14, Nishi-Shinbashi, Minato City info@shiba-kosho.jp	03-3434-7986	03-3434-7987
Azabu	106-0045	Fukao Building, 5 th floor, 1-4-5, Azabu Ju, Minato City azabukosho0907@rice.ocn.ne.jp	03-3585-0907	03-3585-0908
Meguro	141-0021	Deldan Building, 5 th floor, 2-17-5, Kamiosaki, Shinagawa City info_meguro@chic.ocn.ne.jp	03-3494-8040	03-3494-8041
Gotanda	141-0022	Dai-ichi Gotanda Building, 3 rd floor, 5-27-6, Higashi Gotanda, Shinagawa City gotanda-yakuba@citrus.ocn.ne.jp	03-3445-0021	03-3445-1136
Setagaya	154-0024	Fashion Building, 4 th floor, 2-15-8, Sangenjaya, Setagaya City info@setagaya-kosho.jp	03-3422-6631	03-3487-5925

Notary Office	Zip Code	Location	T E L	F A X
Kamata	144-0051	Mori Building, 2 nd floor, 7-5-13, Nishi Kamata, Ota City kamata@notary.jp	03-3738-3329	03-3730-5052
Oji	114-0002	Yamamotoya Building, 3 rd floor, 1-14-1, Oji, Kita City ohji.kousyou01@mx4.alpha-web.ne.jp	03-3911-6596	03-3911-6594
Akabane	115-0044	Akabane Minami Shogyo Building, 6 th floor, 1-4-8, Akabane-Minami, Kita City akabane_notary@mbr.nifty.com	03-3902-2339	03-3902-2420
Koiwa	133-0057	Toei Koiwa Building, 5 th floor, 3-31-14, Edogawa City koiwa.k@mx1.alpha-web.ne.jp	03-3659-3446	03-3671-0486
Katsushika	125-0062	4-25-9, Tateishi, Katsushika-ku info@katsushika-kosho.jp	03-6662-9631	03-6662-9632
Kinshicho	130-0022	Kokuho Building, 5 th floor, 3-9-7, Koto-bashi, Sumida City kinshi8yakuba@car.ocn.ne.jp	03-3631-8490	03-3635-1540
Mukojima	131-0032	Kojima Building, 2-29-12-102, Higashi-mukojima, Sumida City office@mukojima-kosho.jp	03-3612-5624	03-3612-2890
Senju	120-0026	Sugawa Building, 5 th floor, 2-54, Senju, Adachi City info@senju-kosho.jp	03-3882-1177	03-3882-1178
Nerima	176-0012	Nerima Ekimae Building, 3 rd floor, 5-17-12, Toyotaki, Nerima City nerima-notary@eagle.ocn.ne.jp	03-3991-4871	03-3993-3428
Nakano	164-0001	A-01 Building, 7 th floor, 5-65-3, Nakano City	03-5318-2255	03-5318-2266
Suginami	167-0032	Shibusawa Ogikubo Building, 4 th floor, 3-3-3, Amannuma, Suginami City, Tokyo sugikohs@sage.ocn.ne.jp	03-3391-7100	03-3391-7103
Itabashi	173-0004	Itabashi Chuo Building, 9 th floor, 2-67-8, Itabashi, Itabashi City info@i-kosho.jp	03-3961-1166	03-3962-2810
Kojimachi	102-0083	Atom Kojimachi Tower, 6 th floor, 4-4-7, Kojimachi, Chiyoda City notarykj@blue.ocn.ne.jp	03-3265-6958	03-3265-6959
Hamamatsuchō	105-0012	Shiba Eitaro Building, 7 th floor, 1-4-14, Shiba Daimon, Minato City h-kosho@jeans.ocn.ne.jp	03-3433-1901	03-3435-0075
Yaesu	103-0028	Yaesuguchi Kaikan, 6 th floor, 1-7-20, Yaesu, Chuo City ykousyou@mint.ocn.ne.jp	03-3271-1833	03-3275-3595
Otsuka	170-0005	Yamanakaya Building, 4 th floor, 2-45-9, Minami-Otsuka, Toshima City otukakoshonin@watch.ocn.ne.jp	03-6913-6208	03-6913-6237
Akasaka	107-0052	Yashima Boeki Building, 3 rd floor, 3-9-1, Akasaka, Minato City akasaka-notary@hkg.odn.ne.jp	03-3583-3290	03-3584-4987
Takadanobaba	169-0075	NIA Building, 5 th floor, 3-3-3, Takadanobaba, Shinjuku City baba-kosho@kxf.biglobe.ne.jp	03-5332-3309	03-3362-3370
Showa Dori	104-0061	Ginryo Building, 2 nd floor, 4-10-6, Ginza, Chuo City higashiginza@kousyouyakuba.net	03-3545-9045	03-3545-9080
Shinjuku Gyoen-mae	160-0022	SVAX Shinjuku Building B, 3 rd floor, 2-9-23, Shinjuku, Shinjuku City gyoen@saturn.plala.or.jp	03-3226-6690	03-3226-6692
Musashino	180-0004	Matsuei Building 4 th floor, 2-5-11, Kichijoji Honcho, Musashino City musashino-kosho@nifty.com	0422-22-6606	0422-22-7210

Notary Office	Zip Code	Location	T E L	F A X
Tachikawa	190-0023	Elepharea Tachikawa Building, 2 nd floor, 3-9-21, Shibasaki-cho, Tachikawa City spz347h9@beach.ocn.ne.jp	042-524-1279	042-522-2402
Hachioji	192-0082	Davinchi Hachioji, 2 nd floor, 7-6 Higashi-cho, Hachioji City leu00445@nifty.com	042-631-4246	042-631-4247
Machida	194-0021	1-5-3, Naka-cho, Machida City koshomachi@kvp.biglobe.ne.jp	042-722-4695	042-722-5693
Fuchu	183-0023	Mitsuki Kotobukkicho Building, 2 nd floor, 1-1-3, Kotobuki-cho, Fuchu City fuchu-tokyo-ha@abox3.so-net.ne.jp	042-369-6951	042-362-9075
Tama	206-0033	Lighting Building, 1 st floor, 1-7-12, Ochiai, Tama City tm-kosho@dream.ocn.ne.jp	042-338-8605	042-338-8659

<http://www.koshonin.gr.jp/list/>



For those considering

- [EN] [Overview] Shibuya City Partnership Certificate
- [EN] Issuance Guide
- [EN] Guide to the Preparation of Notarial Instruments of Voluntary Guardianship Contracts and Agreed Contracts
- <https://www.city.shibuya.tokyo.jp/kusei/shisaku/lgbt/partnership.html>

Downloadable from
Shibuya City Website



For issue and delivery of partnership certificates, go to

**Residents Registration Division Reception Counter, Shibuya City Office
(1-1, Udagawa-cho, Shibuya-ku, Tokyo, 3rd floor, the floor for “Procedures Related to Daily Living**

Monday-Friday (excluding national holidays, year-end and New Year’s holidays) 8:30-17:00

Consultation services (in Japanese)

Inquiries/Reservations (in Japanese)
03-3464-3395

- **Consultation services** on acquisition of partnership certificates:
The IRIS, Tuesday-Sunday 9:00-17:00 (excluding the day following every third Sunday, a national holiday and the year-end/New Year holidays)
- Consultation services by a lawyer on the preparation of notarial instruments:
Second and Forth Tuesday 13:00-16:00, prior reservation required for 50-minute consultation for one person or couple, accepting questions on notarial instruments necessary for partnership certification and life planning.

Other Supporting Services (in Japanese)

•Phone Helpline for Sexual Minorities

every second and fourth Saturdays 13:00-16:00, no reservation required;
call **03-3464-3401** for 30-minute call per person on difficulties felt by LGBTQs and their families, from human relations to issues at work and school

•“Shibuya Rainbow Declaration” POP

In order to visualize and promote understanding and support for LGBTQs and to create a society where LGBTQs can live and work feeling safe, we provide POPs to such companies, offices, and stores located in Shibuya City as declaring to be LGBT allies that satisfy certain conditions.

Issued by

Shibuya Inclusive Community Center<IRIS>

☎ 03-3464-3395

8F, Shibuya Cultural Center Owada,
23-21 Sakuragaoka-cho, Shibuya City, Tokyo

<https://www.city.shibuya.tokyo.jp/shisetsu/bunkashisetsu/owada/iris.html>

