**参考資料：特定類型**

**※ 本資料は、誓約書への署名を求める際に、特定類型に関する説明が必要な際の参考資料としてお使い下さい。**

 **「特定類型」とは、以下の①から③のような類型をいいます。**

1. **外国法令に基づいて設立された法人その他の団体（その本邦内の支店、出張所その他事務所を除く、以下「外国法人等」という。）又は外国の政府、外国の政府機関、外国の地方公共団体、外国の中央銀行並びに外国の政党その他の政治団体（以下「外国政府等」という。）との間で雇用契約、委任契約、請負契約その他の契約を締結しており、当該契約に基づき当該外国法人等若しくは当該外国政府等の指揮命令に服する又は当該外国法人等若しくは当該外国政府等に対して善管注意義務を負う者（次に掲げる場合を除く。）**
2. **当該者が本邦法人との間で雇用契約、委任契約、請負契約その他の契約を締結して**

**おり、当該契約に基づき当該本邦法人の指揮命令に服する又は当該本邦法人に対して善**

**管注意義務を負う場合において、当該本邦法人又は当該者が、当該外国法人等又は当該**

**外国政府等との間で、当該本邦法人による当該者に対する指揮命令又は当該本邦法人に**

**対して当該者が負う善管注意義務が、当該外国法人等若しくは当該外国政府等による当**

**該者に対する指揮命令又は当該外国法人等若しくは当該外国政府等に対して当該者が負**

**う善管注意義務よりも優先すると合意している場合**

1. **当該者が本邦法人との間で雇用契約、委任契約、請負契約その他の契約を締結して**

**おり、当該契約に基づき当該本邦法人の指揮命令に服する又は当該本邦法人に対して善**

**管注意義務を負う場合において、グループ外国法人等（当該本邦法人の議決権の50%以**

**上を直接若しくは間接に保有する外国法人等又は当該本邦法人により議決権の50%以上**

**を直接若しくは間接に保有される外国法人等をいう。以下同じ。）との間で雇用契約、**

**委任契約、請負契約その他の契約を締結しており、当該契約に基づき当該グループ外国**

**法人等の指揮命令に服する又は当該グループ外国法人等に対して善管注意義務を負う場**

**合**

**② 外国政府等から多額の金銭その他の重大な利益（金銭換算する場合に当該者の年間所得のうち25％以上を占める金銭その他の利益をいう。）を得ている者又は得ることを約している者**

**③ 本邦における行動に関し外国政府等の指示又は依頼を受ける者**

**Reference: Specific Categories**

**The “Specific Categories” stands for the following categories (1) to (3).**

**(1) A Person who has entered into an employment contract, a delegation contract, a service contract, or any other contract with a corporation or any other organization established under the foreign laws and regulations (except for its branch offices, local offices or other offices in Japan ,hereinafter referred to as a "Foreign Corporation"), or a foreign government, a foreign governmental agency, a foreign local government, a foreign central bank, a foreign political party or any other political organization (hereinafter referred to as a "Foreign Government") and is subject to the**

**direction and order of the Foreign Corporation or the Foreign Government, or owes the duty of care of a good manager to the Foreign Corporation or the Foreign Government, according to the contract, except for either of the following cases.**

**(a) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Japanese corporation or the Person has agreed with the Foreign Corporation or the Foreign Government that the direction and order of the Japanese corporation or the duty of care of a good manager to the Japanese corporation shall prevail over the direction and order of the Foreign Corporation or the Foreign Government, or the duty of care of a**

**good manager to the Foreign Corporation or the Foreign Government.**

**(b) In the case where the Person has entered into an employment contract, a delegation contract, a service contract, or any other contract with a Japanese corporation and is subject to the direction and order of the Japanese corporation or owes the duty of care of a good manager to the Japanese corporation, according to the contract, the Person has entered into an employment contract, a delegation contract, a service contract or any other contract with a Group Foreign Corporation (a Foreign Corporation that directly or indirectly holds 50% or more of the voting rights of the Japanese corporation or a Foreign Corporation of which 50% or more of the voting rights are held by the Japanese corporation. The same shall apply hereinafter.) and is subject to the direction and order of the Group Foreign Corporation or owes the duty of care a good manager to the Group Foreign Corporation, according to the contract.**

**(2) A Person who earns or agrees to earn a large amount of money or other significant profit (money or other profit that accounts for 25% or more of the Person’s annual income when converted into money) from a Foreign Government.**

**(3) A Person who acts in Japan under instructions or requests of a foreign government.**