

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING RECIPROCAL PROVISION OF LOGISTIC SUPPORT,
SUPPLIES, AND SERVICES
BETWEEN
THE SELF-DEFENSE FORCES OF JAPAN AND
THE ARMED FORCES OF THE UNITED STATES OF AMERICA

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The Government of Japan and the Government of the United States of America (hereinafter referred to individually as a "Party" and collectively as the "Parties"),

Recognizing that the establishment of a framework between the Self-Defense Forces of Japan and the Armed Forces of the United States of America concerning reciprocal provision of logistic support, supplies, and services promotes close cooperation between the Self-Defense Forces of Japan and the Armed Forces of the United States of America, and contributes to the smooth and effective operation of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, signed at Washington on January 19, 1960 (hereinafter referred to as the "Treaty");

Recognizing that the establishment of the above-mentioned framework contributes to the effectiveness of bilateral cooperation referred to in the Guidelines for Japan-U.S. Defense Cooperation with respect to mutual logistic support;

Understanding that the establishment of the above-mentioned framework promotes more efficient performance of the respective roles of the Self-Defense Forces of Japan and the Armed Forces of the United States of America in operations that they conduct and actively contributes to international peace and security;

Have agreed as follows:

Article I

1. For the purposes of this Agreement, the following terms shall be defined as follows:

- a. the term "logistic support, supplies, and services" means supplies and services in the field of logistic support. The logistic support, supplies, and services related to the following categories may be provided under this Agreement: food; water; billeting; transportation (including airlift); petroleum, oils, and lubricants; clothing; communications services; medical services; base operations support (including construction incident to base operations support); storage services; use of facilities; training services; spare parts and components; repair and maintenance services (including calibration services); airport and seaport services; and ammunition. Examples of the logistic support, supplies, and services related to each category are set out in Annex 1.
- i. Such term includes temporary use of general purpose vehicles and other nonlethal items of military equipment, where such temporary use is permitted under the national laws and regulations of the respective countries.
 - ii. The provision of logistic support, supplies, and services shall not include the provision of weapons by the Self-Defense Forces of Japan, or the provision of weapon systems by the Armed Forces of the United States of America.
- b. the term "important influence situations" means situations that have an important influence on Japan's peace and security;
- c. the term "armed attack situations" means situations in which an armed attack against Japan occurs or situations in which it is recognized that clear danger of an armed attack against Japan is imminent;
- d. the term "situations in which an armed attack is anticipated" means situations that are not yet armed attack situations but in which circumstances are critical and an armed attack against Japan is anticipated;

e. the term "survival-threatening situations" means situations in which an armed attack against a country that is in a close relationship with Japan occurs and, as a result, threatens Japan's survival and poses a clear danger to fundamentally overturn Japanese people's right to life, liberty, and pursuit of happiness.

2. The purpose of this Agreement is to establish basic terms and conditions for the reciprocal provision of logistic support, supplies, and services, between the Self-Defense Forces of Japan and the Armed Forces of the United States of America, for operations that they conduct, as specified in Articles II through VI, in accordance with the laws and regulations of their respective countries.

3. This Agreement sets forth a framework for the provision of logistic support, supplies, and services on the basis of the principle of reciprocity.

4. The use of logistic support, supplies, and services provided under this Agreement shall be consistent with the Charter of the United Nations and other applicable international law.

5. The request, provision, receipt, and settlement of logistic support, supplies, and services under this Agreement shall be carried out by the Self-Defense Forces of Japan and by the Armed Forces of the United States of America, which includes, for the purpose of this Agreement, all offices of the Department of Defense of the United States of America.

Article II

When either Party requests, under this Agreement, the other Party to provide logistic support, supplies, and services for exercises and training with participation by both the Self-Defense Forces of Japan and the Armed Forces of the United States of America, the other Party, within its competence, may provide the logistic support, supplies, and services requested.

Article III

1. a. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies, and services for United Nations Peacekeeping Operations, internationally coordinated peace and security operations, or humanitarian international relief operations, conducted by the Self-Defense Forces of Japan or by the Armed Forces of the United States of America, or for operations in relation to large-scale disasters, the other Party, within its competence, may provide the logistic support, supplies, and services requested.
 - b. Operations in relation to large-scale disasters stipulated in paragraph 1.a. of this Article means operations in situations where the Armed Forces of the United States of America conducts disaster relief operations and the Self-Defense Forces of Japan conducts operations stipulated in the Law Concerning Cooperation for United Nations Peacekeeping Operations and Other Operations (Law No. 79, 1992).
2. When the Self-Defense Forces of Japan is requested to provide logistic support, supplies, and services under paragraph 1 of this Article by the Armed Forces of the United States of America, it is understood that the provision of logistic support, supplies, and services by the Self-Defense Forces of Japan to the Armed Forces of the United States of America is conducted pursuant to the above-mentioned law.

Article IV

1. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies, and services for operations that contribute to the achievement of the purposes of the Treaty, or any other operations that contribute to the achievement of the purposes of the Charter of the United Nations, conducted by the Self-Defense Forces of Japan or by the Armed Forces of the United States of America, in important influence situations, the other Party, within its competence, may provide the logistic support, supplies, and services requested.

2. When the Self-Defense Forces of Japan is requested to provide logistic support, supplies, and services under paragraph 1 of this Article by the Armed Forces of the United States of America, it is understood that the provision of logistic support, supplies, and services by the Self-Defense Forces of Japan to the Armed Forces of the United States of America is conducted pursuant to the relevant laws of Japan concerning its actions to cope with important influence situations.

Article V

1. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies, and services for operations that are conducted by the Self-Defense Forces of Japan or by the Armed Forces of the United States of America:

- a. in armed attack situations or situations in which an armed attack is anticipated and when the operations are necessary to repel an armed attack against Japan; or
- b. in survival-threatening situations and when the operations are necessary to repel an armed attack against a country that is in a close relationship with Japan that threatens Japan's survival and poses a clear danger to fundamentally overturn the Japanese people's right to life, liberty and pursuit of happiness;

the other Party, within its competence, may provide the logistic support, supplies, and services requested.

2. When the Self-Defense Forces of Japan is requested to provide logistic support, supplies, and services under paragraph 1 of this Article by the Armed Forces of the United States of America, it is understood that the provision of logistic support, supplies, and services by the Self-Defense Forces of Japan to the Armed Forces of the United States of America is conducted pursuant to the relevant laws of Japan concerning its actions to cope with armed attack situations, situations in which an armed attack is anticipated, or survival-threatening situations.

Article VI

1. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies, and services for operations, other than those that fall within the scope of Article II, III, IV, or V, conducted by the Self-Defense Forces of Japan or by the Armed Forces of the United States of America: to further the efforts of the international community in order to contribute to international peace and security; to cope with large-scale disasters; or for other purposes, the other Party, within its competence, may provide the logistic support, supplies, and services requested.

2. When the Self-Defense Forces of Japan is requested to provide logistic support, supplies, and services under paragraph 1 of this Article by the Armed Forces of the United States of America, it is understood that the provision of logistic support, supplies, and services by the Self-Defense Forces of Japan to the Armed Forces of the United States of America is conducted pursuant to the relevant laws of Japan concerning its actions to cope with situations threatening international peace and security that the international community is collectively addressing or pursuant to the provisions of the laws of Japan specified in Annex 2 that are then in effect.

Article VII

1. The settlement procedures for provision of logistic support under this Agreement shall be as follows:

a. For provision of supplies:

- i. The Party who received supplies (hereinafter referred to as the "receiving Party") shall, subject to sub-paragraph ii., return the supplies in question in a condition and manner that are satisfactory to the Party who provided them (hereinafter referred to as the "supplying Party").
- ii. If the supplies provided are consumable or the receiving Party cannot return the supplies in question in a condition and manner that are satisfactory to the supplying Party, the receiving Party shall, subject to sub-paragraph iii., return supplies of the same type and in the same quality and quantity in a condition and manner that are satisfactory to the supplying Party.

iii. If the receiving Party cannot return the supplies of the same type and in the same quality and quantity as the supplies provided in a condition and manner that are satisfactory to the supplying Party, the receiving Party shall reimburse the supplying Party in the currency specified by the supplying Party.

b. For provision of services, the services provided shall be reimbursed in the currency specified by the supplying Party or settled by the provision of services of the same type and equivalent value. The manner of the settlement shall be agreed between the Parties prior to the provision of the services.

2. The Parties shall ensure that any duties and taxes are not imposed on logistic support, supplies, and services provided under this Agreement to the extent permitted by the laws of the respective countries or as provided under an applicable international agreement. It is understood that excise duties are not to be charged by either Party for services provided under this Agreement.

Article VIII

The price of the logistic support, supplies, and services reimbursed in accordance with paragraph 1.a.iii. and paragraph 1.b. of Article VII shall be determined pursuant to the relevant provisions set forth in the Procedural Agreement specified in Article X below.

Article IX

The logistic support, supplies, and services provided under this Agreement shall not be transferred, either temporarily or permanently, by any means to any person or entity other than the Self-Defense Forces of Japan or the Armed Forces of the United States of America, without prior written consent of the supplying Party.

Article X

The request, provision, receipt, and settlement of logistic support, supplies, and services under this Agreement shall be carried out only in accordance with the Procedural Agreement that is to be concluded under and governed by this Agreement and that shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Agreement shall be concluded between the Ministry of Defense of Japan and the Department of Defense of the United States of America.

Article XI

1. This Agreement shall not affect the rights and obligations of the Parties under the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, signed at Washington, January 19, 1960.

2. The Parties shall closely consult with each other regarding the implementation of this Agreement.

3. Any matter relating to the interpretation or application of this Agreement and the Procedural Agreement shall be resolved solely through consultation between the Parties.

Article XII

1. This Agreement shall be approved by Japan and by the United States of America in accordance with their respective internal legal procedures. This Agreement shall enter into force on the date when diplomatic notes indicating such approval are exchanged. It shall remain in force for a period of ten years, and shall thereafter be automatically extended for successive periods of ten years each, unless either Party notifies the other in writing of its intention to terminate this Agreement at least six months before the end of a ten-year period.

2. Notwithstanding the provisions of paragraph 1 of this Article, each Party may terminate this Agreement at any time by giving one year's written notice to the other Party. Notwithstanding termination of this Agreement, any financial obligations and agreed transfers pursuant to the terms of this Agreement shall remain binding until satisfied, unless otherwise agreed.

3. This Agreement may be amended by written agreement between the Parties. An amendment to this Agreement shall enter into force on the date of receipt by the Government of the United States of America of a written notice from the Government of Japan of approval of the amendment by Japan and shall remain in force as long as this Agreement remains in force. However, Annex 2 of this Agreement may be modified by agreement in writing between the Parties without amending this Agreement. Modifications of Annex 2 shall take effect on the date upon which they have been confirmed by exchange of diplomatic notes.

4. The Agreement between the Government of Japan and the Government of the United States of America concerning reciprocal provision of logistic support, supplies and services between the Self-Defense Forces of Japan and the Armed Forces of the United States of America signed at Tokyo on April 15, 1996, as amended by the Agreements amending the Agreement between the Government of Japan and the Government of the United States of America concerning reciprocal provision of logistic support, supplies and services between the Self-Defense Forces of Japan and the Armed Forces of the United States of America signed at Tokyo respectively on April 28, 1998, and on February 27, 2004 (hereinafter referred to as the "1996 Agreement"), shall expire upon the entry into force of this Agreement. Any financial obligations and agreed transfers pursuant to the terms of the 1996 Agreement shall remain binding until satisfied, unless otherwise agreed.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Tokyo, this twenty-sixth day of September, two thousand and sixteen, in duplicate, in the Japanese and English languages, both texts being equally authentic.

For the Government of
Japan:

岸田文雄

For the Government of the
United States of America:

Caroline Kennedy

Annex 1

Category	Examples of each category
Food	food, provision of meals, cooking utensils, and the like
Water	water, water supply, equipment necessary for water supply, and the like
Billeting	use of billeting and bathing facilities, beddings, and the like
Transportation (including airlift)	transportation of persons and goods, transport equipment, and the like
Petroleum, oils, and lubricants	petroleum, oils, and lubricants, refueling, equipment necessary for refueling, and the like
Clothing	clothing, mending of clothing, and the like
Communications services	use of communication facilities, communication services, communication equipment, and the like
Medical services	medical treatment, medical equipment, and the like
Base operations support (including construction incident to base operations support)	collection and disposal of waste, laundry, electric supply, environmental services, construction, decontamination equipment and services, and the like
Storage services	temporary storage in warehouse or refrigerated storehouse, and the like
Use of facilities	temporary use of buildings, facilities, and land, and the like
Training services	dispatch of instructors, materials for educational and training purposes, consumables for training purposes, and the like
Spare parts and components	spare parts and components of military aircraft, vehicles, and ships, and the like
Repair and maintenance services (including calibration services)	repair and maintenance, equipment for repair and maintenance, and the like
Airport and seaport services	services for arrival and departure of aircraft and ships, loading and unloading, and the like
Ammunition	ammunition, provision of ammunition, equipment necessary for provision of ammunition, and the like

Annex 2

Provisions of the Laws of Japan

Article 100-6 of the Self-Defense Forces Law (Law No. 165, 1954) (except for the provisions concerning the provision of supplies and services to the Armed Forces of the United States of America as specified in subparagraph 1 of paragraph 1)

