

No. 48103

**Japan
and
United States of America**

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 (with annex). Tokyo, 15 April 1996

Entry into force: *22 October 1996 by notification, in accordance with article IX*

Authentic texts: *English and Japanese*

Registration with the Secretariat of the United Nations: *Japan, 10 January 2011*

**Japon
et
États-Unis d'Amérique**

Accord entre le Gouvernement du Japon et le Gouvernement des États-Unis d'Amérique concernant l'entraide en matière de soutien logistique, de fourniture et de services entre les forces d'autodéfense japonaises et les forces armées des États-Unis d'Amérique (avec annexe). Tokyo, 15 avril 1996

Entrée en vigueur : *22 octobre 1996 par notification, conformément à l'article IX*

Textes authentiques : *anglais et japonais*

Enregistrement auprès du Secrétariat des Nations Unies : *Japon, 10 janvier 2011*

[ENGLISH TEXT - TEXTE ANGLAIS]

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

The Government of Japan and the Government of the United States of America (hereinafter referred to 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 will promote close cooperation between the Self-Defense Forces of Japan and the Armed Forces of the United States of America, and will contribute to the smooth and effective operation of the Treaty of Mutual Cooperation and Security between Japan and the United States of America;

Understanding that the establishment of the above-mentioned framework will promote 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 the field of United Nations Peacekeeping Operations and humanitarian international relief operations, and will actively contribute to the effort led by the United Nations toward international peace;

Have agreed as follows:

Article I

1. As used in this Agreement, the term "logistic support, supplies and services" means supplies and services in the field of logistic support.
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, necessary for bilateral exercises and training, United Nations Peacekeeping Operations, or humanitarian international relief operations.

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.

5. The provision of logistic support, supplies and services under this Agreement by the Armed Forces of the United States of America is executed under the authority of Chapter 138, Title 10, United States Code.

6. 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.

Article II

1. When either Party requests the other Party to provide logistic support, supplies and services necessary for bilateral exercises and training conducted by 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.

2. The logistic support, supplies and services related to the following categories may be provided under this Article: food; water; billeting; transportation (including airlift); petroleum, oils, and lubricants; clothing; communications; medical services; base support; storage; use of facilities; training services; spare parts and components; repair and maintenance; and airport and seaport services.

The logistic support, supplies and services related to each category are specified in the Annex.

3. Paragraph 2 of this Article shall not be interpreted as to include the provision of ammunition.

Article III

1. When either Party requests the other Party to provide logistic support, supplies and services necessary for the conduct of United Nations Peacekeeping Operations

or humanitarian international relief operations by the Self-Defense Forces of Japan or the Armed Forces of the United States of America, the other Party, within its competence, may provide the logistic support, supplies and services requested.

2. Paragraphs 2 and 3 of Article II shall be applied to the provision of logistic support, supplies and services under this Article.

3. 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 will be conducted pursuant to the Law Concerning Cooperation for United Nations Peacekeeping Operations and Other Operations (Law No. 79, 1992).

Article IV

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

- a. The Party who received supplies (hereinafter referred to as the "receiving Party") shall, subject to sub-paragraph b., return the supplies in question in a condition and manner which is satisfactory to the Party who provided them (hereinafter referred to as the "providing Party").
- b. If the supplies provided are consumable or the receiving Party cannot return the supplies in question in a condition and manner which is satisfactory to the providing Party, the receiving Party shall, subject to sub-paragraph c., return supplies of the same type and in the same quality and quantity in a condition and manner which is satisfactory to the providing Party.
- c. 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 which is satisfactory to the providing Party, the receiving Party shall reimburse in the currency specified by the providing Party.

2. In case of the settlement for provision of services under this Agreement, the services provided shall be reimbursed in the currency specified by the providing 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.

3. Excise duties shall not be charged by either Party for services provided under this Agreement.

Article V

The price of the supplies and the services reimbursed in accordance with paragraph 1 c. and paragraph 2 of Article IV shall be determined pursuant to the relevant provisions set forth in the Procedural Agreement specified in Article VII.

Article VI

The logistic support, supplies and services provided under this Agreement shall not be transferred, either temporarily or permanently, by any means to those outside of the forces of the receiving Party, without prior written consent of the providing Party.

Article VII

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 which is subordinate to this Agreement and which shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Agreement shall be concluded between the competent authorities of the Parties.

Article VIII

1. Any provision of this Agreement shall not affect 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.

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