

No. 49297

**Japan
and
United States of America**

Agreement between the Government of Japan and the Government of the United States of America concerning the implementation of the relocation of III Marine Expeditionary Force personnel and their dependents from Okinawa to Guam. Tokyo, 17 February 2009

Entry into force: *19 May 2009 by notification, in accordance with article 11*

Authentic texts: *English and Japanese*

Registration with the Secretariat of the United Nations: *Japan, 2 February 2012*

**Japon
et
États-Unis d'Amérique**

Accord entre le Gouvernement du Japon et le Gouvernement des États-Unis d'Amérique relatif à la mise en œuvre de la relocalisation du personnel des Forces Expéditionnaires des Marines III et des personnes à leur charge d'Okinawa à Guam. Tokyo, 17 février 2009

Entrée en vigueur : *19 mai 2009 par notification, conformément à l'article 11*

Textes authentiques : *anglais et japonais*

Enregistrement auprès du Secrétariat des Nations Unies : *Japon, 2 février 2012*

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
CONCERNING THE IMPLEMENTATION OF THE RELOCATION OF III
MARINE EXPEDITIONARY FORCE PERSONNEL AND THEIR DEPENDENTS
FROM OKINAWA TO GUAM

The Government of Japan and the Government of the
United States of America,

Affirming that Japan-the United States security
arrangements, based on the Treaty of Mutual Cooperation and
Security between Japan and the United States of America
signed at Washington on January 19, 1960, are the
cornerstone for achieving common security objectives,

Recalling that, at the meeting of Japan-the United
States Security Consultative Committee on May 1, 2006, the
Ministers recognized that the implementation of the
realignment initiatives described in the Security
Consultative Committee Document, "United States-Japan
Roadmap for Realignment Implementation" (hereinafter
referred to as "the Roadmap") will lead to a new phase in
alliance cooperation, and reduce the burden on local
communities, including those on Okinawa, thereby providing
the basis for enhanced public support for the security
alliance,

Emphasizing their recognition of the importance of
Guam for forward presence of United States Marine Corps
forces, which provides assurance of the United States'
commitment to security and strengthens deterrent
capabilities in the Asia-Pacific region,

Reaffirming that the Roadmap emphasizes the importance
of force reductions and relocation to Guam in relation to
the realignment on Okinawa and stipulates that
approximately 8,000 III Marine Expeditionary Force
(hereinafter referred to as "III MEF") personnel and their
approximately 9,000 dependents will relocate from Okinawa
to Guam by 2014, in a manner that maintains unit integrity,
and recognizing that such relocation will realize
consolidation and land returns south of Kadena,

Recalling that the Roadmap stipulates that United States Marine Corps CH-53D helicopters will be relocated from Marine Corps Air Station Iwakuni to Guam when the III MEF personnel relocate from Okinawa to Guam, the KC-130 squadron will be based at Marine Corps Air Station Iwakuni with its headquarters, maintenance support facilities, and family support facilities, and the aircraft will regularly deploy on a rotational basis for training and operations to Maritime Self-Defense Forces Kanoya Base and Guam,

Reaffirming that the Roadmap stipulates that, of the estimated ten billion, two hundred seventy million United States dollar (\$10,270,000,000) cost of the facilities and infrastructure development costs for the III MEF relocation to Guam, Japan will provide six billion, ninety million United States dollars (\$6,090,000,000) (in U.S. Fiscal Year 2008 dollars), including two billion, eight hundred million United States dollars (\$2,800,000,000) in direct cash contributions, to develop facilities and infrastructure on Guam to enable the III MEF relocation, recognizing the strong desire of Okinawa residents that such force relocation be realized rapidly,

Reaffirming further that the Roadmap stipulates that the United States will fund the remainder of the facilities and infrastructure development costs for the relocation to Guam—estimated in U.S. Fiscal Year 2008 dollars at three billion, one hundred eighty million United States dollars (\$3,180,000,000) in fiscal spending plus approximately one billion United States dollars (\$1,000,000,000) for a road,

Recalling that the Roadmap stipulates that, within the overall package, the Okinawa-related realignment initiatives are interconnected, specifically, consolidation and land returns south of Kadena depend on completing the relocation of III MEF personnel and dependents from Okinawa to Guam, and the III MEF relocation from Okinawa to Guam is dependent on: (1) tangible progress toward completion of the Futenma Replacement Facility, and (2) Japan's financial contributions to fund development of required facilities and infrastructure on Guam,

Have agreed as follows:

Article 1

1. The Government of Japan shall make cash contributions up to the amount of two billion, eight hundred million United States dollars (\$2,800,000,000) (in U.S. Fiscal Year 2008 dollars) to the Government of the United States of America as a part of expenditures for the relocation of approximately 8,000 III MEF personnel and their approximately 9,000 dependents from Okinawa to Guam (hereinafter referred to as "the Relocation") subject to paragraph 1. of Article 9 of this Agreement.

2. The amount of Japanese cash contributions to be budgeted in each Japanese fiscal year shall be determined by the Government of Japan through consultation between the two Governments and reflected in further arrangements that the two Governments shall conclude in each Japanese fiscal year (hereinafter referred to as "the further arrangements").

Article 2

The Government of the United States of America shall take necessary measures for the Relocation, including funding for projects of the Government of the United States of America to develop facilities and infrastructure on Guam subject to paragraph 2. of Article 9 of this Agreement.

Article 3

The Relocation shall be dependent on tangible progress made by the Government of Japan toward the completion of the Futenma Replacement Facility as stipulated in the Roadmap. The Government of Japan intends to complete the Futenma Replacement Facility as stipulated in the Roadmap in close cooperation with the Government of the United States of America.

Article 4

The Government of the United States of America shall use Japanese cash contributions and their accrued interest only for projects to develop facilities and infrastructure on Guam for the Relocation.

Article 5

The Government of the United States of America shall ensure that all participants in the process of acquisition for projects to be funded by Japanese cash contributions for the Relocation shall be treated fairly, impartially and equitably.

Article 6

The Government of Japan shall designate the Ministry of Defense of Japan as its implementing authority, and the Government of the United States of America shall designate the Department of Defense of the United States of America as its implementing authority. The two Governments shall hold consultations at the technical level on implementation guidance to be followed by the implementing authorities, and on the specific projects referred to in paragraph 1. (a) of Article 7 of this Agreement. Through such consultations, the Government of the United States of America shall ensure that the Government of Japan shall be involved, in an appropriate manner, in the implementation of the said specific projects.

Article 7

1. (a) Specific projects to be funded in each Japanese fiscal year shall be agreed upon between the two Governments and reflected in the further arrangements.
- (b) The Government of the United States of America shall maintain a United States Treasury account to which the Government of Japan shall provide cash contributions. The Government of the United States of America shall open and maintain, under the said account, a sub-account for Japanese cash contributions in each Japanese fiscal year.
2. Japanese cash contributions and their accrued interest that is contractually committed to pay for specific projects shall be credited, based on the method of calculation using an index to be agreed upon between the implementing authorities referred to in Article 6 of this Agreement, to the total amount of Japanese cash contributions, which is up to the amount of two billion, eight hundred million United States dollars (\$2,800,000,000) (in U.S. Fiscal Year 2008 dollars).