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**Japan
and
Australia**

Agreement between the Government of Japan and the Government of Australia concerning reciprocal provision of supplies and services between the self-defense forces of Japan and the Australian defence force (with annex). Tokyo, 19 May 2010

Entry into force: *31 January 2013 by notification, in accordance with article VII*

Authentic texts: *English and Japanese*

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**Japon
et
Australie**

Accord entre le Gouvernement du Japon et le Gouvernement de l'Australie concernant la fourniture réciproque d'équipements et de services entre les forces d'autodéfense japonaises et les forces de défense australienne (avec annexe). Tokyo, 19 mai 2010

Entrée en vigueur : *31 janvier 2013 par notification, conformément à l'article VII*

Textes authentiques : *anglais et japonais*

Enregistrement auprès du Secrétariat des Nations Unies : *Japon, 18 juin 2014*

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[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF AUSTRALIA
CONCERNING RECIPROCAL PROVISION OF SUPPLIES AND SERVICES
BETWEEN
THE SELF-DEFENSE FORCES OF JAPAN AND
THE AUSTRALIAN DEFENCE FORCE

The Government of Japan and the Government of Australia (hereinafter referred to as the "Parties"),

Recognizing that the establishment of a framework between the Self-Defense Forces of Japan and the Australian Defence Force concerning reciprocal provision of supplies and services in the field of logistic support (hereinafter referred to as the "supplies and services") will promote close cooperation between the Self-Defense Forces of Japan and the Australian Defence Force,

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 Australian Defence Force in the field of United Nations Peacekeeping Operations, humanitarian international relief operations and other operations, and will actively contribute to the effort led by the United Nations toward international peace,

Have agreed as follows:

Article I

1. The purpose of this Agreement is to establish basic terms and conditions for the reciprocal provision of supplies and services, between the Self-Defense Forces of Japan and the Australian Defence Force, necessary for the following activities:

- a. exercises and training with participation by both of the Self-Defense Forces of Japan and the Australian Defence Force;
- b. United Nations Peacekeeping Operations, humanitarian international relief operations, or operations to cope with large scale disasters in the territory of either Party or a third country;

- c. transportation of nationals of either Party or others, if appropriate, for their evacuation from overseas in case of exigencies of the situation;
- d. communication and coordination or other routine activities (including visits of ships or aircraft of the forces of either Party to facilities in the territory of the other Party), with the exception of exercises and training conducted unilaterally by the forces of either Party.

2. This Agreement sets forth a framework for the provision of supplies and services on the basis of the principle of reciprocity.

3. The request, provision, receipt, and settlement of supplies and services under this Agreement shall be carried out by the Self-Defense Forces of Japan and by the Australian Defence Force.

Article II

1. When either Party requests, under this Agreement, the other Party to provide supplies and services necessary for the activities which are set forth in sub-paragraph 1 a. to d. of Article I, and are conducted by the Self-Defense Forces of Japan or the Australian Defence Force, the other Party, within its competence, may provide the supplies and services requested.

2. The 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 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 weapons or ammunition by the Self-Defense Forces of Japan or the Australian Defence Force.

4. The provision of supplies and services between the Self-Defense Forces of Japan and the Australian Defence Force shall be conducted pursuant to the laws and regulations of the respective countries.

Article III

1. The use of supplies and services provided under this Agreement shall be consistent with the Charter of the United Nations.

2. The Party that receives supplies and services under this Agreement (hereinafter referred to as the "receiving Party") shall not transfer those supplies and services, either temporarily or permanently, by any means to those outside of the forces of the receiving Party, without prior written consent of the Party who provides them (hereinafter referred to as the "providing Party").

Article IV

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

- a. The receiving Party shall, subject to sub-paragraph b., return the supplies in question in a condition and manner which is satisfactory to 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. Internal duties or taxes shall not be charged by either Party for supplies and services provided under this Agreement to the extent permitted by the laws of the respective countries.

Article V

1. The reciprocal provision of supplies and services under this Agreement shall be carried out in accordance with the Procedural Arrangement, as may be modified, which is subordinate to this Agreement and which shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Arrangement shall be made between the competent authorities of the Parties.

2. 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 Arrangement.

Article VI

1. The provisions of this Agreement shall not apply to any activities conducted by the Australian Defence Force acting as a member of the United Nations Forces under the Agreement Regarding the Status of the United Nations Forces in Japan signed on February 19, 1954.

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 Arrangement shall be resolved solely through consultation between the Parties.

4. The competent authorities of the Parties shall settle disputes that may arise concerning the implementation of this Agreement in accordance with the procedures set forth in the Procedural Arrangement.

5. Where a dispute cannot be settled under the provisions of paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of paragraph 3 of this Article.