

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

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

Recognizing that the establishment of a framework between the Australian Defence Force and the Self-Defense Forces of Japan 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 Australian Defence Force and the Self-Defense Forces of Japan,

Understanding that the establishment of the above-mentioned framework will promote more efficient performance of the respective roles of the Australian Defence Force and the Self-Defense Forces of Japan in activities that they conduct pursuing the Parties' further active contribution to international peace and security in conformity with the Charter of the United Nations,

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 Australian Defence Force and the Self-Defense Forces of Japan, necessary for the following activities:

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

- c. protection measures or 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;
- e. any other activity in which the provision of supplies and services is permitted under the laws and regulations of the respective countries.

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

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

Article II

1. Under this Agreement, when requests by either Party to the other Party are made to provide supplies and services necessary for the activities which are set forth in subparagraphs a. to e. of paragraph 1 of Article I, and are conducted by the Australian Defence Force or the Self-Defense Forces of Japan, the other Party may provide such supplies and services within its competence.

2. The 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.

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 by the Australian Defence Force or the Self-Defense Forces of Japan.

4. The provision of supplies and services between the

Australian Defence Force and the Self-Defense Forces of Japan necessary for the activities which are set forth in sub-paragraphs a. to e. of paragraph 1 of Article I 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 and services under this Agreement shall be as follows:

a. For provision of supplies:

- i. The receiving Party shall, subject to sub-paragraph ii., return the supplies in question in a condition and manner that are satisfactory to the providing 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 providing 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 providing 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 providing Party, the receiving Party shall reimburse the providing Party in the currency specified by the providing Party.

b. For provision of services:

- i. 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.
- ii. The manner of the settlement shall be agreed between the Parties prior to the provision of the services.

2. 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 and regulations 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 sub-paragraph 1.a.iii. and sub-paragraph 1.b. 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, and such consultation shall include the mutual determination on "any other activity" in sub-paragraph e. of paragraph 1 of Article I.

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.

Article VII

1. This Agreement shall enter into force on the date upon which the Parties exchange diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been completed. This Agreement 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 of its intention in writing to terminate this Agreement at least six months before the end of each period of ten years.

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.

3. This Agreement may be amended by written agreement between the Parties.

4. Notwithstanding the termination of this Agreement, the provisions of Article III, IV, V and paragraphs 3, 4 and 5 of Article VI shall remain in force in respect of the reciprocal provision of supplies and services conducted under this Agreement.

5. The Agreement between the Government of Australia and the Government of Japan concerning Reciprocal Provision of Supplies and Services between the Australian Defence Force and the Self-Defense Forces of Japan signed at Tokyo on May 19, 2010, which entered into force on 31 January 2013 (hereinafter referred to as the "2013 Agreement"), shall terminate upon the entry into force of this Agreement. Any reference to the 2013 Agreement in other documents between the Parties which are in effect or force on the date this Agreement enters into force and related to the implementation of the 2013 Agreement shall be construed as referring to this successor Agreement. Any financial obligations, transactions or agreed transfers for the provision of supplies and services executed prior to the

effective date of this Agreement under the authority of the 2013 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 in duplicate, in the English and Japanese languages, both equally authentic, at Sydney, this Fourteenth day of January, two thousand and seventeen

For the Government of
Australia:

For the Government of
Japan:

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Annex

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 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