

[This text incorporates all amendments made to the original text of the ACSA by the 1999 Amending Agreement and the 2004 Amending Agreement, as well as by the Exchange of Notes concerning the modification of Annex 2. It is unofficial and only for reference.]

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 (hereinafter referred to as the "Treaty");

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, 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. As used in this Agreement,
 - a. the term "logistic support, supplies and services" means supplies and services in the field of logistic support;

- b. the term "situations in areas surrounding Japan" means situations in areas surrounding Japan that have an important influence on Japan's peace and security;
- c. the term "armed attack situations" means situations in which armed attack against Japan occurs or situations in which it is recognized that clear danger of armed attack against Japan is imminent;
- d. the term "situations in which armed attack is anticipated" means situations which are not yet armed attack situations but in which circumstances are critical and armed attack against Japan is anticipated.

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, humanitarian international relief operations, operations in response to situations in areas surrounding Japan, operations which are necessary for repelling armed attack against Japan in armed attack situations or situations in which armed attack is anticipated, or operations as specified in Article VI.

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 Annex 1.

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 provision of weapons systems or ammunition by the Armed Forces of the United States of America.

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. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies and services necessary for operations which are conducted by the Self-Defense Forces of Japan or the Armed Forces of the United States of America, in situations in areas surrounding Japan, in accordance with the laws and regulations of the respective countries and which contribute to the achievement of the purposes of the Treaty, 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; 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 Annex 1.

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

4. For the purposes of this Article, it is understood that the Self-Defense Forces of Japan will provide logistic support, supplies and services pursuant to the relevant laws of Japan concerning its actions to cope with situations in areas surrounding Japan, and receive logistic support, supplies and services with regard to their activities authorized by the said laws.

Article V

1. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies and services necessary for operations which are conducted by the Self-Defense Forces of Japan or the Armed Forces of the United States of America, in armed attack situations or situations in which armed attack is anticipated, in accordance with the laws and regulations of the respective countries and which are necessary for repelling armed attack against Japan, 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; airport and seaport services; and ammunition.

The logistic support, supplies and services related to each category are specified in Annex 1.

3. Paragraph 2 of this Article shall not be interpreted as to include the provision of weapons by the Self-Defense Forces of Japan, or the provision of weapons systems by the Armed Forces of the United States of America.

4. 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 relevant laws of Japan concerning its actions to cope with armed attack situations or situations in which armed attack is anticipated.

Article VI

1. When either Party requests, under this Agreement, the other Party to provide logistic support, supplies and services necessary for operations, other than those which fall within the scope of Article II, III, IV, or V, conducted by the Self-Defense Forces of Japan or the Armed Forces of the United States of America in accordance with the laws and regulations of the respective countries to further the efforts of the international community 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. 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 Annex 1.

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 provision of weapons systems or ammunition by the Armed Forces of the United States of America.

4. 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 provisions of the laws of Japan specified in Annex 2 which are currently in effect.

Article VII

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 VIII

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

Article IX

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 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 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 XI

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.
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 enter into force on the 120th day after 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 Agreement by Japan and 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 more than six months before the end of each period of ten years.
2. Notwithstanding the provisions of paragraph 1, each Party may terminate this Agreement at any time by giving one year written notice to the other Party.

3. An amendment of this Agreement agreed to between the Parties shall enter into force on the 30th day after 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 between the Parties without amendment of this Agreement. Modifications of Annex 2 shall take effect on the date upon which they have been confirmed by exchange of diplomatic notes.

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

DONE in duplicate, in the Japanese and English languages, both equally authentic, at Tokyo, this fifteenth day of April, one thousand nine hundred ninety-six.

For the Government
of Japan:

Yukihiko Ikeda

For the Government
of the United States
of America:

Walter Mondale

Annex 1

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	use of communication facilities, communication services, communication equipment, and the like
Medical services	medical treatment, medical equipment, and the like
Base support	collection and disposal of waste, laundry, electric supply, environmental services, decontamination equipment and services, and the like
Storage	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	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
<p>Articles 6 and 7 of The Law Regarding Special Measures Concerning Measures Taken by Japan in Support of the Activities of Foreign Countries Aiming to Achieve the Purposes of the Charter of the United Nations in Response to the Terrorist Attacks Which Took Place on September 11, 2001 in the United States of America and Subsequent Threats as well as Concerning Humanitarian Measures Based on Relevant Resolutions of the United Nations or Requests made by International Bodies (Law No. 113, 2001)</p>
<p>Article 8 of The Law Regarding Special Measures Concerning the Conduct of Humanitarian and Reconstruction Assistance Activities and Support Activities for Ensuring Security in Iraq (Law No. 137, 2003)</p>
<p>Article 100-10 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)</p>