

(Multinational Force and Observers Note)

Excellency,

I have the honor to refer to the recent discussions held between the representatives of the Government of Japan (hereinafter referred to as "the Government") and of the Multinational Force and Observers (hereinafter referred to as the "MFO") concerning the dispatch of the personnel of the Self-Defense Forces of Japan (hereinafter referred to as the "JSDF") to the MFO established by the Protocol to the Treaty of Peace between the Arab Republic of Egypt and the State of Israel which was signed on August 3, 1981 (hereinafter referred to as "the Protocol").

As a result of these discussions, the Government and the MFO (hereinafter referred to individually as a "Party" and collectively as the "Parties") have reached the following understanding for the dispatch of the personnel of the JSDF to the MFO.

1. (a) The Government shall implement the present understanding within the scope of the laws and regulations of Japan.

(b) The MFO shall implement the present understanding within the scope of the Protocol.

(c) The Government shall require that the personnel of the JSDF dispatched to the MFO (hereinafter referred to as the "Personnel") will conduct themselves in accordance with the terms of the Protocol and comply with MFO directives, regulations and orders.
2. The privileges and immunities are granted to the Personnel by the Protocol.
3. The Personnel, subject to the laws and regulations of Japan, are subject to the Government's exclusive jurisdiction in respect of any crimes or offences that might be committed by them while they are dispatched to the MFO. The Government assures the MFO that it shall exercise such jurisdiction with respect to such crimes or offences. The Government further assures the MFO that it shall take necessary measures to maintain the discipline of the Personnel.

4. (a) Claims for damage to or loss of property between the Parties, as well as claims for death of or injury to the Personnel and other Members of the MFO as defined in the Appendix to the Protocol, shall be settled amicably through consultation between the Parties.

(b) The MFO shall be solely responsible for dealing with any claims by third parties where the damage to or loss of their property, or death of or injury to them, was caused by the Personnel in the performance of services or any other activity or operation under the present understanding, and shall be solely liable for such claims.
5. The Personnel may wear the uniforms of the JSDF. The Personnel may possess and carry arms to be used in the performance of services or any other activity or operation under the present understanding.
6. The Government agrees that the Personnel will not, in principle, be withdrawn without adequate prior notification to the Director General of the MFO.
7. A separate Implementing Arrangement setting forth the details and procedures of the present understanding shall be worked out between the Secretariat of the International Peace Cooperation Headquarters, the Cabinet Office of Japan and the MFO.
8. Any dispute between the Parties arising out of the interpretation or implementation of the present understanding shall be settled exclusively through consultation between the Parties.
9. (a) The present understanding shall remain in force for the period of one year and shall be automatically renewed for further periods of one year unless the mandate of the MFO is terminated by agreement between the Government of the Arab Republic of Egypt and the Government of the State of Israel or either Party notifies the other Party of its intention of terminating the present understanding at least six months in advance.

(b) The present understanding may be amended by written agreement between the Parties.

(c) The termination of the present understanding shall not affect any rights or obligations arising out of the execution of the present understanding before such termination.

This Note is written in Japanese and English languages, each text being equally authentic, and in case of any divergences in interpretation, the English text shall prevail.

I have further the honor to propose that, if the above understanding is acceptable to the Government, the present Note and Your Excellency's Note in reply shall be regarded as constituting an agreement between the Government and the MFO, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Japanese Note)

Sir,

I have the honor to acknowledge the receipt of your Note of today's date, which reads as follows:

"(Multinational Force and Observers Note)"

This Note is written in Japanese and English languages, each text being equally authentic, and in case of any divergences in interpretation, the English text shall prevail.

I have further the honor to confirm the foregoing understanding on behalf of the Government of Japan, and to agree that your Note and this Note in reply shall be regarded as constituting an agreement between the Government of Japan and the Multinational Force and Observers, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to renew to you the assurance of my high consideration.