

CONVENTION
ON THE ESTABLISHMENT OF THE
“GLOBAL COMBAT AIR PROGRAMME -
GCAP INTERNATIONAL GOVERNMENT
ORGANISATION”

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FINAL PROVISIONS

The Italian Republic,

Japan and

The United Kingdom of Great Britain and Northern Ireland

(hereinafter referred to as “Parties”);

Wishing to improve their mutual defence capabilities through the application of emerging technology;

Desiring to enhance cooperation in the field of combat air systems with the similar strategic goals of delivering vital military/defence capability, supporting national sovereignty and freedom of action, strengthening and sustaining their combat air industrial capability, supporting prosperity of the Parties and contributing to national security and international influence;

Acknowledging that the Global Combat Air Programme (hereinafter referred to as “GCAP”, and defined in Article 1) is the most relevant programme for the combat air sector in their countries for years to come;

Recognising the benefits of cooperation in order to obtain the best cost-efficiency ratio for the development of the capability;

Considering that, to achieve the most efficient coordination between the Parties, it is necessary to create an international organisation with legal personality in order to function effectively as an independent entity and with the legal capacity to place contracts with industrial entities engaged in the GCAP (hereinafter referred to as “Industry”);

Recognising the importance of export possibilities for the economic and political success of their industrial and international cooperation;

Affirming also their readiness to ensure the success of their joint programmes and facilitate industrial partnerships between the Parties; and

Recognising the importance of allowing the movement and sharing of data and physical assets between the Parties and Industry for the effective pursuit of the GCAP’s aims,

have agreed as follows:

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

- (1) To pursue the guidance, direction, control, supervision and management of the GCAP on behalf of the Parties, the Parties hereby shall establish an international organisation named GCAP International Government Organisation (hereinafter referred to as “GIGO”).
- (2) For the purposes of this Convention, GCAP shall mean the programme of work to be delivered through the GIGO on behalf of the Parties.

ARTICLE 2

The GCAP shall be carried out on a phase-by-phase basis. The detailed mechanism of each phase’s approval and execution shall be described in a further arrangement between the relevant authorities of the Parties.

ARTICLE 3

- (1) The GIGO shall be composed of:
 - (a) the Steering Committee (hereinafter referred to as the “SC”) that shall consist of the Parties;
and
 - (b) the GCAP Agency (hereinafter referred to as the “Agency”) that shall act according to the guidance, direction, control and supervision of the SC for the benefit of the GCAP.
- (2) The GIGO shall have international legal personality and full legal personality, including the ability to contract, acquire and dispose of movable and immovable properties and to institute legal proceedings within the jurisdictions of the Parties.
- (3) The management of the GCAP and details of its specific areas of activities shall be defined in a further arrangement between the relevant authorities of the Parties.

ARTICLE 4

The official language of the GIGO shall be English.

ARTICLE 5

The Parties shall support, to the maximum extent possible, in accordance with legal obligations and regulations, and with due consideration of the direct interests of national security, the import, export or transfer of all items and information generated within the GCAP between the Parties in all phases.

CHAPTER II

THE STEERING COMMITTEE

ARTICLE 6

- (1) The membership of the SC shall consist of representatives of each Party. Each Party shall appoint an equal number of representatives including a Head of Delegation (hereinafter referred to as the “HoD”).
- (2) The SC shall be chaired by the HoD of a Party according to a rotating mechanism defined in a further arrangement between the relevant authorities of the Parties.

ARTICLE 7

- (1) The SC shall have overall responsibility for the guidance, direction, control and supervision of the GIGO, representing the highest governance forum and maintaining oversight of the GIGO.
- (2) The responsibilities and decision processes of the SC shall be detailed in a further arrangement between the relevant authorities of the Parties.
- (3) The Parties shall, through the SC, ensure that the GIGO operates in accordance with this Convention.

ARTICLE 8

- (1) Subject to Articles 52 and 58, the SC may unanimously decide to establish subordinate committees where necessary to support the delivery of its responsibilities.
- (2) The membership of the subordinate committees shall consist of representatives of each Party.

CHAPTER III

STATUS, FUNCTIONS AND ACTIVITIES OF THE GCAP AGENCY

ARTICLE 9

The Agency shall assume the management, coordination and execution of all the phases of the GCAP through to disposal under the strategic direction and oversight of the Parties through the SC.

ARTICLE 10

- (1) The headquarters of the GIGO shall be located in the United Kingdom of Great Britain and Northern Ireland. In addition to the main headquarters, the GIGO may also have branches in the territory of the Parties to support and facilitate activities of the Agency within the territory of the Parties, including liaison with national authorities where necessary.
- (2) The specific locations of the headquarters and branches, as well as any other facilities of the GIGO used for its official purposes within the Host Countries, shall be set out in an arrangement between the Host Country and the GIGO or a prior notification by the GIGO to the Host Country, in accordance with the usual practices of the Host Country, specifying the buildings to be used.
- (3) For the purposes of this Convention, “Host Country” shall mean in each case the respective Party in whose territory the relevant headquarters, branches or other facilities referred to in paragraph (2) are located.

ARTICLE 11

Within the scope of its functions, as set out in Article 9, the Agency shall have the necessary ability to implement the GCAP, meeting the requirements of the Parties in terms of capability development, whilst maintaining compliance with all regulatory requirements relevant in each Party.

ARTICLE 12

- (1) Within the scope of its functions, as set out in Article 9, the Agency shall fulfil the following tasks and such others which the relevant authorities of the Parties may jointly decide to assign to it through the SC:
 - (a) overall management of the GCAP under the guidance, direction, control and supervision of the SC;

- (b) coordinating, informing and cohering GCAP technical and programme requirements of the Parties inter alia through the provision of secretariat and administrative support to the SC and any subordinate committees;
 - (c) placements of the GCAP contracts for all the phases of the GCAP in order to deliver all joint requirements and, where requested, single or dual nation requirements;
 - (d) definition, prioritisation, decomposition and derivation of technical requirements into contract packages under the requirements set forth by the SC;
 - (e) examination and resolution of problems concerning the delivery of GCAP technical and programme requirements, reverting to the SC with proposed resolutions of programme requirements that can not be met;
 - (f) coordination and management for airworthiness and qualification aspects in support of national regulations and requirements;
 - (g) submission to the SC of an annual budget, both administrative and operational, and longer term financial plans; and
 - (h) management and support to GCAP exports to be carried out in accordance with laws, regulations and control regime obligations of the Parties and according to applicable international agreements.
- (2) A comprehensive description of the tasks of the Agency may be detailed in a further arrangement between the relevant authorities of the Parties.

ARTICLE 13

- (1) The GCAP contracts with Industry shall be negotiated, concluded and managed by the Agency on behalf of the GIGO in accordance with the regulations and procedures for procurement detailed in a further arrangement between the relevant authorities of the Parties and in compliance with the pertinent provisions of this Convention, including the security provisions set forth in Chapter IX.
- (2) The Agency shall have the responsibility of supervising and monitoring Industry activities in accordance with contract arrangements.
- (3) Without prejudice to the general ability of the relevant authorities of the Parties to enter into further arrangements in relation to decision making within the GIGO, the relevant authorities of the Parties may define in a further arrangement the circumstances in which the SC must approve a contract prior to the Agency entering into it.

CHAPTER IV

THE GCAP AGENCY STRUCTURE

ARTICLE 14

- (1) The Agency shall be led by a Chief Executive (hereinafter referred to as the “CE”) elected by the SC.
- (2) The CE shall be assisted in its function by Directors leading the main departments of the Agency.
- (3) The CE shall be directly responsible to the SC for the operation of the Agency.
- (4) The structure of the Agency shall be defined in a further arrangement between the relevant authorities of the Parties.

ARTICLE 15

- (1) The CE and the Director posts shall be filled by nationals of different Parties according to a mechanism that shall preserve a balance between the Parties. Such a mechanism, the procedures for the appointment, as well as the recruitment of the Agency Personnel and their terms of office shall be defined in a further arrangement between the relevant authorities of the Parties.
- (2) For the purposes of this Convention, “Agency Personnel” shall mean all personnel who have a written arrangement with the Agency to work directly for it. Each Party shall respect the international character of the responsibilities of the Agency Personnel and shall not seek to influence them in the discharge of their duties.

ARTICLE 16

- (1) The Agency Personnel shall primarily be composed of government officials drawn from the Parties. However, the Agency shall have the ability to engage (including by employing, hiring, appointing or contracting for work) the nationals of the Parties and, in case specialist competences are required for a time deemed necessary, skilled personnel who might not be nationals of the Parties.
- (2) Key positions, as defined by the SC, shall be held by government officials drawn from the Parties.

ARTICLE 17

Positions within the Agency shall be filled by personnel who have the competence needed to enable it to fulfil its mission as efficiently as possible, taking due account of the respective contributions of the Parties.

CHAPTER V

FINANCIAL ADMINISTRATION

ARTICLE 18

The Parties shall contribute to the funding of the GIGO.

ARTICLE 19

- (1) The SC shall adopt detailed financial rules in accordance with the following provisions:
 - (a) the cost of the GIGO activities, covering both its administrative and operational functions, shall be borne by the Parties, save for any contribution as referred to in paragraph (2);
 - (b) all GIGO funds shall be itemised in the administrative or operational budget of the Agency;
 - (c) the form, frequency and treatment of the Parties' contributions shall be set out in a further arrangement between the relevant authorities of the Parties; and
 - (d) The GIGO shall comply with internationally accepted standards on accounting.
- (2) The procedures relating to how non-Parties may contribute to the GCAP shall be defined in a further arrangement between the relevant authorities of the Parties.

ARTICLE 20

- (1) The funds required for the GIGO activities shall be the subject of the annual budget containing:
 - (a) an administrative budget, covering all expenditure required for the day-to-day operation of the Agency for the financial year and longer term financial plans; and
 - (b) an operational budget, containing financial plans in respect of operations carried out by the Agency in the pursuit of the GCAP objectives for the financial year and longer term financial plans.
- (2) The Agency is accountable for creating and submitting the annual budget to the SC in accordance with the financial rules referred to in Article 19.
- (3) The Agency shall manage the finance of the GIGO activities within the budget set in accordance with Article 19(1)(b).

ARTICLE 21

The annual accounts shall be submitted to the audit authorities appointed by the SC according to procedures defined in a further arrangement between the relevant authorities of the Parties. The audit report accompanied by the annual statements shall be submitted to the SC for approval after the end of the financial year according to the procedures detailed in the financial rules referred to in Article 19.

CHAPTER VI
REPORTS AND AUDITS

ARTICLE 22

- (1) Each year, the Agency shall submit to the SC a report on activities performed in the preceding year and a forecast of activities for the coming year. The Agency shall report inter alia on performance against programme targets and objectives that have been set by the SC and on the execution of approved budgets.
- (2) The detailed mechanism shall be described in a further arrangement between the relevant authorities of the Parties.

ARTICLE 23

To enable national auditors designated by each Party to discharge their audit functions as regards their national administrations and to report to their parliaments as provided for in their statutes, the Agency shall provide national auditors with and allow them to examine all information and documents held by the Agency which relate to the activities in which their Parties are participating.

ARTICLE 24

The national auditors shall exercise their right to access the Agency insofar as any unnecessary interruption of activities of the Agency is avoided and information relating to other Parties is protected. The national auditors shall, whenever possible, consult together and with the Agency, prior to any access to the Agency headquarters or its branches.

ARTICLE 25

The Parties, alongside the Agency, shall coordinate their actions with the aim of protecting the financial interests of the GIGO against fraud.

ARTICLE 26

The SC may order any audit of the Agency which it considers necessary to improve the functioning of the GIGO and the conduct of the GCAP.

ARTICLE 27

- (1) The SC shall adopt a regulation on personal data protection, which is consistent with the relevant laws and regulations of the Parties.
- (2) In order to ensure the flow of necessary and targeted personal data between the GIGO and the Parties, the SC shall take appropriate steps to ensure that international transfers are conducted in compliance with the aforesaid regulation and the relevant national laws of the Parties.

CHAPTER VII

PRIVILEGES AND IMMUNITIES

ARTICLE 28

- (1) The Premises of the GIGO shall be inviolable. The GIGO, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case the CE has expressly waived immunity. It is, however, understood that no waiver of immunity shall imply waiver of immunity in respect of the execution of judgment, for which a separate waiver by the SC shall be necessary.
- (2) The property and assets of the GIGO, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial or legislative action.
- (3) The archives of the GIGO, wherever located, shall be inviolable. For the purposes of this Convention, “archives” includes all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by the GIGO.
- (4) The GIGO shall not enjoy immunity from legal process and execution in the following specific cases:
 - (a) in relation to disputes arising out of contracts not providing resort to arbitration or alternative binding mechanisms of dispute settlement;
 - (b) in relation to a counterclaim or application directly connected with court proceedings initiated by the GIGO; and
 - (c) in respect of a civil action by a third party for damage arising from an accident caused by a motor vehicle or other mode of transport which belongs to or is operated on behalf of the GIGO, or in respect of a violation of the traffic code in which the said vehicle or other mode of transport is involved.
- (5) For the purposes of this Convention, “Premises” shall mean any land, building or part of a building occupied permanently or temporarily as specified in any arrangement or notification referred to in Article 10(2).

ARTICLE 29

- (1) No officer or official of the Host Country, or person exercising any public authority within the Host Country, shall enter the Premises to perform any official duties therein, except with the consent of the CE or at his/her request, and under the conditions approved by the CE.
- (2) The consent to any necessary entry into the Premises shall be presumed, in case of a fire or other emergency requiring prompt protection action, or in the event that the authorities of the Host Country have reasonable cause to believe that such an emergency has occurred or is about to occur in the Premises.

ARTICLE 30

The Premises may be used for meetings, seminars, exhibitions and other related purposes which are organised by the GIGO. The Premises shall not be used in any manner incompatible with the purpose and scope of the GIGO, as set forth in this Convention.

ARTICLE 31

The competent authorities of the Host Country shall use their best efforts within the applicable laws and regulations to ensure the security and protection of the Premises and exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by the unauthorised entry of persons or groups of persons from outside or by disturbances in their immediate vicinity.

ARTICLE 32

To enable the GIGO to carry out its functions smoothly, the Government of the Host Country shall use its best efforts, in consultation with the GIGO, to take such measures as may be practicable to ensure that the Premises are provided with the necessary public services such as, but not limited to, utility, power and communications services.

ARTICLE 33

- (1) The Government of the Host Country shall secure the inviolability of the official communications of the GIGO, whatever the means of the communications employed, and shall not apply any censorship to such communications.
- (2) The GIGO shall have the right to use codes, operate communication equipment, as well as dispatch and receive correspondence.

ARTICLE 34

- (1) Without being restricted by financial controls, regulations or moratoria, to the extent required to meet its obligations, but subject to sanctions administered by one or more of the Parties, the Agency:
 - (a) may hold and use funds or currency of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency; and
 - (b) shall be free to transfer its funds or currency from the Host Country to another country, or within the Host Country.
- (2) In the event of the Host Country foreseeing or experiencing a serious balance of payments or external financial difficulties, the GIGO shall consult urgently with the Host Country to consider requests to limit the transfer of funds or currency.

ARTICLE 35

- (1) Within the scope of its official activities, the GIGO, its property, assets and income shall be exempt from all direct taxation.
- (2) Articles imported, exported or transferred by the GIGO for its official use shall be exempt from customs duties, taxes and other levies, or prohibitions or restrictions on imports, exports or transfers. It is understood, however, that articles imported under such exemption shall not be sold in the Host Country except under conditions agreed with its Government. It is also understood that such exemption shall not require the Parties to permit the import, export or transfer of articles contrary to national arms control regimes or related laws and regulations.
- (3) With respect to taxes on goods and services which are purchased by the GIGO and are strictly necessary for the exercise of its official activities, the GIGO shall enjoy exemption or relief from the payment of such taxes on important purchases, in accordance with the usual practices of the Host Country. For the purposes of this Convention, important purchases shall be interpreted as the purchase of goods or the provision of services of a value exceeding the threshold, if applicable, provided for under the legislation of the Host Country in respect of international organisations. These requirements, however, shall not affect the general principles laid down in this paragraph.

ARTICLE 36

The GIGO shall not claim exemptions under Article 35 from taxes which are, in fact, no more than charges for public services.

ARTICLE 37

- (1) Members of the SC and any subordinate committees established by the SC, as well as national auditors designated by each Party, together “representatives of the Parties”, shall, within and with respect to any Host Country, while exercising their functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
 - (a) immunity from personal arrest and detention;
 - (b) immunity from legal process, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions. Such immunity shall not apply, however, in the case of motor traffic offences committed by a representative of a Party, nor in the case of damage caused by a motor vehicle or other mode of transport belonging to or driven by him/her;
 - (c) inviolability for all their official papers and documents;
 - (d) the right to use codes and to receive documents or correspondence by special courier or sealed bag;
 - (e) exemption from measures restricting entry and from aliens’ registration formalities; and
 - (f) the same facilities in the matter of currency and exchange control as are accorded to the representatives of foreign governments on temporary official missions.
- (2) Privileges and immunities are accorded to representatives of the Parties not for their personal advantage, but in order to ensure complete independence in the exercise of their functions in connection with the GCAP. Consequently, the sending Party should waive the immunity of a representative wherever retaining it would impede the proper administration of justice.
- (3) This Article shall not apply in respect of the Party of which a representative is a national or permanent resident.

ARTICLE 38

- (1) The Agency Personnel shall enjoy the following privileges and immunities:

- (a) within and with respect to any Host Country, immunity from legal process with respect to words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue notwithstanding that the persons concerned may have ceased to be Agency Personnel, but only on matters pertaining to their former role within the Agency. Such immunity shall not apply, however, in the case of motor traffic offences committed by the Agency Personnel, nor in the case of damage caused by a motor vehicle or other mode of transport belonging to, driven by or operated on behalf of any of the Agency Personnel;
 - (b) within and with respect to any Host Country, inviolability for all their official papers and documents; and
 - (c) within and with respect to the Host Country where their usual workplace is located, the same repatriation facilities for them and their accompanying family members forming part of the household which are granted to foreign diplomats in times of international crisis.
- (2) Paragraph (1)(a) shall not apply to nationals or permanent residents of the respective Host Country as far as violations of national laws regarding the protection of classified information provided for in Chapter IX are concerned.
- (3) Paragraph (1)(c) shall not apply to nationals or permanent residents of the Host Country.

ARTICLE 39

The Agency Personnel who are not nationals or permanent residents of the Host Country shall enjoy, within and with respect to the Host Country where their usual workplace is located, the following privileges and immunities:

- (a) exemption from taxation on salaries and emoluments paid to them by the GIGO;
- (b) exemption with respect to them and their accompanying family members forming part of the household from immigration restrictions or alien registration procedures, as are normally accorded to staff members of international organisations; and
- (c) the right to import free of customs duties, at the time of first taking up their post, their furniture and effects, in one or more separate shipments, which shall be despatched within a reasonable period of time, and in any case within 6 months of the date of entry into the Host Country.

ARTICLE 40

The Government of the Host Country shall issue to the Agency Personnel, whose usual workplace is located within its territory and who are not nationals or permanent residents of the Host Country, and to their accompanying family members forming part of the household, an identity card specifying the holder's status, in accordance with the applicable laws and regulations of the Host Country.

ARTICLE 41

- (1) Accompanying family members forming part of the household of the members of Agency Personnel, who are not nationals or permanent residents of the Host Country, are allowed to carry out self-employed or salaried work in the territory of the Host Country where the usual workplace of the member of Agency Personnel is located in accordance with the applicable laws and regulations of the Host Country.
- (2) According to the above, the competent authorities of the Host Country shall issue a work permit to the accompanying family members engaged in work activity.

ARTICLE 42

Without prejudice to the privileges and immunities accorded by this Convention, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of any Host Country, and not to interfere in the internal affairs of any Host Country.

ARTICLE 43

- (1) The GIGO and its personnel shall cooperate at all times with the competent authorities of any Host Country to facilitate the proper administration of justice, secure the observance of laws and regulations concerning police, fire prevention, public health and labour inspection and other similar legislation, and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities provided for in this Convention.
- (2) Privileges and immunities are granted to personnel in the interest of the GIGO and not for the personal benefit of the individuals themselves.

- (3) Subject to paragraphs (4) and (5), in respect of the Agency Personnel and the Premises, property, and assets of the GIGO, the CE alone shall have the right and duty to waive any immunity. The CE shall waive any relevant immunity in any case where, in his/her opinion, the immunity would impede the proper administration of justice. The CE shall consult the SC relating to any potential waiver of immunity. The SC shall hold discussions within no more than one week of first being notified of the need for such consultation and shall provide the CE with its non-binding view as to waiver in such time period as is appropriate in light of all the circumstances.
- (4) In respect of the CE and the Directors referred to in Article 14(2), the SC alone shall have the right and duty to waive any immunity. The SC shall waive any relevant immunity in any case where in its opinion the immunity would impede the proper administration of justice.
- (5) In respect of members of the SC, including members of any subordinate committees of the SC, and the national auditors designated by each Party, the Party of whom the individual is a representative, or by whom they are designated as the case may be, shall have the right and duty to waive immunity. That Party shall waive any relevant immunity in any case where, in its opinion, the immunity would impede the proper administration of justice.
- (6) Except for the immunities set forth in Article 38, this Convention shall not limit or derogate to the jurisdiction of each Party with respect to criminal offences committed by its nationals or permanent residents.
- (7) Should the Host Country consider that an abuse of any of these privileges or immunities has occurred, the CE shall, upon request, consult with the Host Country to determine whether any such abuse has occurred. If such consultation fails to achieve a result satisfactory to the CE and to the Host Country, the matter shall be determined in accordance with the procedure set out in Article 57.

ARTICLE 44

- (1) The Government of any Host Country shall take all appropriate measures necessary to facilitate the entry into, sojourn in and departure from the Host Country of the following persons, irrespective of their nationality:
 - (a) the Agency Personnel; and
 - (b) accompanying family members forming part of the household of the Agency Personnel.

- (2) Without prejudice to Article 43, the Government of the Host Country shall not impede the transit of persons referred to in paragraph (1) to and from the Premises. The GIGO shall consult urgently with the Host Country in the event of the Host Country placing restrictions on the movement of the population at large inter alia for reasons of public health.
- (3) Any application for visas/permits required by the persons referred to in this Article shall be dealt with as promptly as possible.
- (4) The GIGO shall communicate the names of the persons referred to in this Article to the Government of the Host Country.

ARTICLE 45

The GIGO shall ensure that the Agency Personnel are covered by adequate health and social security arrangements. The health arrangements shall also cover accompanying family members forming part of the household of the Agency Personnel who are not nationals or permanent residents of the Host Country in which the member of Agency Personnel's usual workplace is located.

ARTICLE 46

- (1) The Agency Personnel shall be exempt from all compulsory contributions to social security bodies of the Host Country where their usual workplace is located. Nevertheless, the Agency Personnel have the possibility to contribute to the social security system of the Host Country where their usual workplace is located on a voluntary basis and consequently benefit from it, provided that such contribution is permitted by the Host Country. Complementary arrangements, as appropriate, may be formulated in order to entitle the Agency Personnel to benefit from services provided by the health system of the Host Country.
- (2) Paragraph (1) shall apply to accompanying family members forming part of the household of the Agency Personnel, unless they are employed or self-employed in that Host Country or otherwise entitled to receive social security benefits by that Host Country.
- (3) In the event of any inconsistency between this Convention and any bilateral agreements in force between the Parties concerning social security, this Convention shall prevail.
- (4) Paragraphs (1) and (2) shall not apply to nationals or permanent residents of the Host Country.

ARTICLE 47

For the purposes of this Convention, the term “accompanying family members forming part of the household” shall be defined in accordance with the policies and the legislation of the Host Country.

CHAPTER VIII

ACCESSION OF ADDITIONAL PARTIES AND COOPERATION WITH NON-PARTIES

ARTICLE 48

- (1) In case of engagement by non-Parties interested in acquiring information about the GCAP, the Agency shall inform the SC to obtain direction.
- (2) Such engagement may take the form of exploratory discussions with non-Parties interested in joining this Convention and the GCAP.

ARTICLE 49

- (1) Unanimous consent of the SC shall be required in order to permit the Agency to conduct negotiations with potential additional Parties.
- (2) Unanimous consent of the Parties shall be required to take a final decision about any non-Parties acceding to this Convention.

ARTICLE 50

- (1) Each Party shall support, to the maximum extent possible, in accordance with legal obligations and regulations, and with due consideration of the direct interests of national security, the intention of one of the Parties to export or transfer items and information generated within or through the GCAP to non-Parties.
- (2) Should one of the Parties have concerns about the possibility of exporting to a non-Party, the Parties shall initiate high-level consultations without undue delay in order to exchange their assessments and find appropriate solutions.

ARTICLE 51

- (1) The Parties shall create and maintain a common mechanism for facilitating exports of GCAP systems, subsystems, and technology to non-Parties. Such a mechanism shall be described in a further arrangement between the relevant authorities of the Parties.
- (2) The Agency, under the supervision and control of the SC, shall administer the above mentioned mechanism to the extent permitted by the Parties' national laws.
- (3) The mechanism shall reflect this Convention, applicable international agreements and any other legal obligations and regulations, including arms control regime commitments, of the Parties.

CHAPTER IX

SECURITY

ARTICLE 52

- (1) The SC shall establish a security governance subordinate committee, composed of security experts representing each Party. The security governance subordinate committee shall provide advice to the SC on security policy. The detailed mechanisms for the operation of the security governance subordinate committee shall be described in a further arrangement between the relevant authorities of the Parties.
- (2) The SC shall maintain a security policy, to be defined in the further arrangement referred to in Article 53, that ensures a common degree of protection for Classified Information in all security domains, including cyber resilience.
- (3) For the purposes of this Convention, “Classified Information” means any information, document or material the unauthorised disclosure of which could cause prejudice to the interests of the Parties or the GIGO, whether such information originates within the GIGO or is received from the Parties or is exchanged between the Parties, and which has been so designated by a security classification.

ARTICLE 53

The Parties and the GIGO shall protect and safeguard Classified Information, in accordance with the provisions that shall be detailed in a further arrangement between the relevant authorities of the Parties. These provisions shall be without prejudice to any bilateral security agreements in force between the Parties concerning the protection of Classified Information.

CHAPTER X

LIABILITY AND CLAIMS

ARTICLE 54

The international liability arising from the activities of the GIGO, including those resulting from any act or omission by the Agency Personnel and members of the SC and any subordinate committees in the performance of their duties, shall fall entirely on the GIGO itself and shall not be borne by any Party.

ARTICLE 55

The GIGO shall indemnify the Parties against:

- (a) any loss or damage to any property in the ownership, possession or custody of the Party, which is caused by wilful misconduct or negligence in the performance of the duties, or in connection therewith, by the Agency Personnel and members of the SC and any subordinate committees;
- (b) any loss incurred by the Party through having to compensate a third party for loss of or damage to the latter's property or for personal injury, arising from wilful misconduct or negligence in the performance of the duties, or in connection therewith, by the Agency Personnel and members of the SC and any subordinate committees; and
- (c) any loss incurred in case of any international liability referred to in Article 54.

ARTICLE 56

In the cases referred to in Article 55, the GIGO and the affected Party or Parties shall engage in good faith discussions to reach a mutually acceptable resolution to make good such loss or damage.

CHAPTER XI

SETTLEMENT OF DISPUTES

ARTICLE 57

Any dispute between the Parties or between the GIGO and the Parties, concerning the interpretation or application of this Convention, shall be settled by consultation.

ARTICLE 58

- (1) Any dispute arising from contracts concluded by the GIGO for the implementation of the GCAP, which cannot be settled through the dispute settlement clauses specified in each contract, shall be submitted to a conciliation subordinate committee established by the SC. The appropriate procedures and structure of the conciliation subordinate committee shall be defined in a further arrangement between the relevant authorities of the Parties.
- (2) Each contract to be concluded by the GIGO with Industry shall, whenever possible, provide for conciliation in accordance with paragraph (1) and include an arbitration clause.

ARTICLE 59

Any dispute between the Agency and its personnel concerning an employment contract or working conditions shall be settled in accordance with the Agency staff rules and internal regulations as set out by the Agency. In this regard, the employment contract shall ensure the protection of workers' rights which reflect best practice of the Parties.

ARTICLE 60

If a third party claims that damage or injury has been caused by the GIGO, the Agency Personnel, members of the SC or any subordinate committees, and the immunities are not waived, the SC shall take all appropriate steps to deal with the claim and, if the claim is justified, to settle it.

CHAPTER XII

FINAL PROVISIONS

ARTICLE 61

This Convention shall be implemented in accordance with applicable international law and the obligations arising from the Parties' membership of relevant regional and subregional organisations.

ARTICLE 62

- (1) Any Party may seek, in writing and with a period of notice, to undertake a review of this Convention as well as to amend this Convention at any time. All the Parties, through the SC, shall consult on the proposed amendment and it shall only be adopted in the case of unanimous consent.
- (2) Any amendment shall be subject to ratification or acceptance by all the Parties. Unless otherwise agreed between the Parties, any amendment shall enter into force on the first day of the month following the expiration of a period of three months after the depositary has received notification of ratification or acceptance from all the Parties. The depositary shall notify all the Parties of the date of entry into force of any amendment.
- (3) This Convention shall not be subject to reservations.
- (4) This Convention shall be subject to ratification or acceptance by all the Parties. This Convention shall enter into force on the day following the deposit of the last instrument of ratification or acceptance of the Parties.

ARTICLE 63

- (1) Once this Convention has entered into force, a non-Party that wishes to become a Party may be invited by the Parties, in accordance with the provisions included in Chapter VIII, to accede to this Convention.
- (2) This Convention, as amended according to Article 62(2), shall enter into force for such a new Party on the day following the deposit of its instrument of accession.

ARTICLE 64

- (1) All the Parties may unanimously decide to dissolve the GIGO and shall define methods for managing the consequences of the dissolution, notably in respect of third parties and contractual partners of the GIGO, and taking into consideration the financial contribution of each Party. The Parties shall also define, whenever appropriate, the conditions under which the rights and responsibilities of the GIGO shall be transferred to the Parties following dissolution.
- (2) The Agency shall be kept informed about the dissolution procedure and actively participate in the negotiations.
- (3) The dissolution of the GIGO shall be effective following the written consent of all the Parties.
- (4) Without prejudice to Article 66, this Convention shall remain in force until all the Parties by unanimous consent consider that the GCAP and any incidental issues arising from it are complete.

ARTICLE 65

- (1) If one of the Parties wishes to withdraw from the Convention, a consultation between the Parties shall be held. If, on completion of these consultations, the Party concerned still wishes to withdraw, it shall notify its withdrawal in writing to the depositary, who shall inform the other Parties and the CE. Unless otherwise stipulated in the arrangement referred to in paragraph (2), the withdrawal shall take effect 12 months following the date the notification was received by the depositary.
- (2) The withdrawing Party shall fulfil all its commitments up to the effective date of withdrawal. The fulfilment of its commitments shall be defined in an arrangement between the relevant authorities of the Parties and assessed by the Parties.

ARTICLE 66

In the event of termination, or if one of the Parties withdraws, in accordance with Articles 64(1), 64(4) and 65(2), any outstanding obligations with respect to costs, legal claims, the protection of Classified Information or other sensitive information, shall remain binding unless otherwise determined unanimously by all the Parties.

ARTICLE 67

This Convention shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland which shall forward certified copies to the Governments of the Parties.

In witness whereof, the undersigned, having been duly authorised thereto, have signed this Convention.

Done at Tokyo on this fourteenth day of December 2023, in a single original in the English language.

For the Italian Republic

For Japan

**For the United Kingdom
of Great Britain and
Northern Ireland**

Guido Crosetto

Yoko Kamikawa

Grant Shapps

木原 稔