

AGREEMENT  
BETWEEN THE GOVERNMENT OF JAPAN  
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY  
CONCERNING THE TRANSFER OF DEFENSE EQUIPMENT AND TECHNOLOGY

The Government of Japan and the Government of the Federal Republic of Germany (hereinafter referred to as the "Parties"),

Considering the existing friendly relations based on mutual trust between Japan and the Federal Republic of Germany;

Reaffirming the purposes and principles of the Charter of the United Nations;

Prompted by the desire to strengthen the mutual relations through closer cooperation in the area of defense equipment and technology on the basis of equality and reciprocity, taking into account the needs and interests of the Parties; and

Recognizing that in order to promote joint research, development and production of defense equipment and technology or other projects for enhancing security and defense cooperation (hereinafter referred to as the "joint projects") between the Parties, the terms and conditions which should govern the transfer of defense equipment and technology need to be set forth;

Have agreed as follows:

Article 1

(1) Each Party shall, subject to the relevant laws and regulations of its country and in accordance with the provisions of this Agreement, make available to the other Party defense equipment and technology necessary to implement the joint projects to be determined in accordance with the provisions of paragraph (2) below.

(2) The joint projects shall be mutually determined, taking into account various factors including commercial viability or the security of both countries, and confirmed by the Parties through the diplomatic channel.

## Article 2

(1) A Joint Committee shall be established as the organ for determining the defense equipment and technology to be transferred for the joint projects determined in accordance with the provisions of paragraph (2) of Article 1.

(2) The Joint Committee shall be composed of two national sections.

The Japanese Section shall be composed of:

a representative of the Ministry of Defense;

a representative of the Ministry of Foreign Affairs; and

a representative of the Ministry of Economy, Trade and Industry.

The German Section shall be composed of:

a representative of the Federal Ministry of Defense;

a representative of the Federal Foreign Office; and

a representative of the Federal Ministry for Economic Affairs and Energy.

(3) The relevant information necessary for determining the defense equipment and technology to be transferred shall be communicated to the national sections through the diplomatic channel.

(4) Detailed arrangements, including the defense equipment and technology to be transferred for the joint projects, and detailed terms and conditions of the transfer, shall be made between the competent authorities of the Parties in order to implement this Agreement. The competent authorities of the Government of Japan shall be the Ministry of Defense and the Ministry of Economy, Trade and Industry; the competent authorities of the Government of the Federal Republic of Germany shall be the Ministry of Defense, the Foreign Office and the Ministry for Economic Affairs and Energy.

### Article 3

(1) Each Party shall make effective use of defense equipment and technology transferred from the other Party in the framework of this Agreement in a manner consistent with the purposes and principles of the Charter of the United Nations, and such other purposes as may be determined in the detailed arrangements to be made according to the provisions of paragraph (4) of Article 2. Neither Party shall devote such defense equipment and technology to any other purpose.

(2) Neither Party shall transfer any title to or possession of any defense equipment and technology transferred in the framework of this Agreement to any person not an officer concerned or to any other Government, without the prior written consent of the Party which transferred such defense equipment and technology. Any re-export, temporarily or permanently, of each defense equipment and technology transferred in the framework of this Agreement, as well as defense equipment derived from any defense technology transferred, whether in whole or in part, or integrated, requires the prior written consent of the other Party.

(3) The granting of licenses by either Party for the manufacture or use of any defense equipment and technology developed and produced as a result of the joint projects under this Agreement shall be subject to the written mutual consent of the Parties.

### Article 4

Each Party shall ensure that intellectual property rights relevant to the joint projects under this Agreement will be adequately and effectively protected, subject to the relevant laws and regulations of its country as well as relevant international agreements to which both Japan and the Federal Republic of Germany are parties.

### Article 5

(1) Each Party shall take all the necessary precautions, in accordance with the relevant laws and regulations of its country to protect information that it has acquired under this Agreement.

(2) Details of the security measures for the protection of information shall be dealt with in a separate agreement between the Parties.

## Article 6

This Agreement and all arrangements to be made hereunder shall be implemented subject to the relevant laws and regulations and budgetary appropriations of both countries.

## Article 7

Any matter relating to the interpretation or application of this Agreement and all arrangements to be made hereunder shall be resolved solely through consultation between the Parties.

## Article 8

(1) This Agreement shall enter into force on the date of signature.

(2) This Agreement may be amended by written agreement between the Parties. Any amendment of this Agreement shall enter into force on the date of signature thereof.

(3) This Agreement shall remain in force for a period of five years and shall be automatically extended annually thereafter.

(4) Notwithstanding the provisions of paragraph (3) of this Article, each Party may terminate this Agreement at any time by giving six months written notice to the other Party through the diplomatic channel.

(5) Notwithstanding the termination of this Agreement, Articles 3, 4, 5 and 7 shall remain in force.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Berlin, this seventeenth day of July, 2017, in the Japanese, German and English languages, all three texts being authentic. In case of divergence of interpretation between the Japanese and the German texts, the English text shall prevail.

For the Government  
of Japan:

For the Government  
of the Federal Republic  
of Germany: