

AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF CANADA
CONCERNING THE TRANSFER OF DEFENSE EQUIPMENT AND
TECHNOLOGY

The Government of Japan and the Government of Canada (hereinafter referred to individually as a “Party” and collectively as the “Parties”),

Mindful of the existing cooperative relationship between them in the area of defense;

Desiring that cooperation in the area of defense equipment and technology in which they participate should contribute to international peace and security; and

Recognizing the need to set forth the terms and conditions that should govern the transfer of defense equipment and technology;

Have agreed as follows:

ARTICLE I

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 projects to be determined in accordance with paragraph 2 below. Such projects shall be those for contributing to international peace and security; those for joint research, development and production; or those for enhancing security and defense cooperation.

2. Specific projects shall be mutually determined by the Parties, taking into account various factors including the security of the respective countries, and confirmed by the Parties through diplomatic channels.

ARTICLE II

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

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 Canadian Section shall be composed of:

- a representative of the Department of Foreign Affairs, Trade and Development, or its successor;
- a representative of the Department of National Defence, or its successor;
- a representative of the Department of Public Works and Government Services, or its successor; and
- a representative of the Department of Industry, or its successor.

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

4. Based on the relevant information communicated in accordance with paragraph 3 above, the defense equipment and technology to be transferred shall be determined by the Joint Committee.

5. Detailed arrangements providing for, *inter alia*, the defense equipment and technology to be transferred, persons who shall be party to the transfer, and the 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 Canada shall be, as the case may be, one or more of the Department of Foreign Affairs, Trade and Development, the Department of National Defence, the Department of Public Works and Government Services, and the Department of Industry, or their successors.

ARTICLE III

1. Each Party shall make effective use of the defense equipment and technology transferred from the other Party in a manner consistent with the purposes and principles of the Charter of the United Nations, and such purposes as may be determined in the detailed arrangements as referred to in paragraph 5 of Article II, and neither Party shall devote such defense equipment and technology to any other purpose.

2. Each Party shall not transfer title to or possession of any defense equipment and technology transferred pursuant to this Agreement to any person not an officer or agent, including contractor and subcontractor, of such Party, or to any other government, without the prior written consent of the Party that transferred such defense equipment and technology.

ARTICLE IV

Each Party shall, subject to the relevant laws and regulations of its country and in accordance with other applicable international agreements between the Parties, take necessary measures to protect classified information furnished by the other Party in relation to the defense equipment and technology transferred pursuant to this Agreement.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

1. This Agreement shall enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties notify each other that their respective internal procedures necessary for the entry into force of this Agreement have been completed.
2. This Agreement may be amended by written agreement between the Parties. Any amendment to this Agreement shall follow the same procedures as the entry into force of this Agreement.
3. This Agreement shall remain in force for a period of five years and shall be automatically extended annually thereafter, unless either Party notifies the other in writing through diplomatic channels ninety days in advance of its intention to terminate this Agreement.
4. Notwithstanding the termination of this Agreement, the provisions of Articles III, IV, V and VI shall remain in force in respect of the defense equipment and technology transferred under this Agreement.

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

DONE in duplicate at Ottawa, on this 27th day of January, 2026, in the Japanese, English and French languages, each version being equally authentic.

For the Government
of Japan:

(Signed) YAMANOUCHI Kanji

For the Government
of Canada:

(Signed) David J. McGuinty