優日本国の自衛隊とオーストラリア政府との間の協定
●日本国の自衛隊とオーストラリア国防軍との間における物品又は役務の相互の

(略称) オーストラリアとの物品役務相互提供協定

平成二十九年		平成二十九年	平成二十九年	平成二十九年	平成二十九年
九 月		九月	九月	四月	一月
六日	(条約第	六日	六日	十 四 日	十 四 日
劾力発生	第二九号及び外務省告示第三二〇号)	公布及び告示	外交上の公文の交換	国会承認	シドニーで署名

末	第	第	第	第	第	第	第	前					
	七	六	五.	四	三	$\vec{=}$	_		目				
文	条	条	条	条	条	条	条	文					
	効力発生、旧協定の終了・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	国連軍地位協定との関係、協議	手続取決め・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	決済手続等	国際連合憲章との両立及び受領した物品又は役務の移転の制限	第一条1に掲げる活動のために必要な物品又は役務の提供・・・・・・・・・・・・・・・・・・・・・一〇	協定の目的、物品又は役務の提供の基本原則等・・・・・・・・・・・・・・・・・・・・・・・・・一九		次ページ	平成二十九年 九月 六日 効力発生	(条約第二九号及び外務省告示第三二〇号	平成二十九年(九月)(六日)公布及び告示	平成二十九年(九月)(六日)外交上の公文の交換)

付

表 … … … … … … … … … … … 一 五

府とオーストラリア政府との間の協定 日本国の自衛隊とオーストラリア国防軍との間における物品又は役務の相互の提供に関する日本国政

日本国政府及びオーストラリア政府(以下個別に「当事国政府」といい、 「両当事国政府」と総称する。)

防軍との間の緊密な協力を促進することを認識し 自衛隊とオーストラリア国防軍との間における枠組みを設けることが、日本国の自衛隊とオーストラリア国 後方支援の分野における物品又は役務(以下「物品又は役務」という。)の相互の提供に関する日本国の

国際の平和及び安全に対する国際連合憲章に従った両当事国政府による更なる積極的な貢献を追求するもの において、それぞれの役割を一層効率的に果たすことを促進することを理解して このような枠組みを設けることが、日本国の自衛隊及びオーストラリア国防軍が実施する活動であって、

次のとおり協定した。

第一条

品又は役務の相互の提供に関する基本的な条件を定めることを目的とする この協定は、日本国の自衛隊とオーストラリア国防軍との間における次に掲げる活動のために必要な物

- a 日本国の自衛隊及びオーストラリア国防軍の双方の参加を得て行われる訓練
- b 国若しくは第三国の領域における大規模災害への対処のための活動 国際連合平和維持活動、国際連携平和安全活動、人道的な国際救援活動又はいずれかの当事国政府の

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CONCERNING RECIPROCAL PROVISION OF SUPPLIES THE SELF-DEFENSE FORCES OF JAPAN
THE AUSTRALIAN DEFENCE FORCE THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF AUSTRALIA AGREEMENT BETWEEN BETWEEN AND SERVICES

AND

The Government of Japan and the Government of Australia (hereinafter referred to individually as "Party" and collectively as the "Parties"),

and services in the field of logistic support (hereinafter referred to as the "supplies and services") will promote close cooperation between the Self-Defense Forces of Japan and the Australian Defence Force, Defence Force concerning reciprocal provision of supplies Recognizing that the establishment of a framework between the Self-Defense Forces of Japan and the Australian

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 Charter of the United Nations, to international peace and security in conformity with the conduct pursuing the Parties' further active contribution and the Australian Defence Force in activities that they

Have agreed as follows:

Article I

terms and conditions for the reciprocal provision of supplies and services, between the Self-Defense Forces of Japan and the Australian Defence Force, necessary for the following activities: The purpose of this Agreement is to establish basic

- a Australian Defence Force; both of the Self-Defense Forces of Japan and the exercises and training with participation by
- scale disasters in the territory of either Party or a third country; operations, or operations to cope with large operations, United Nations Peacekeeping Operations, internationally coordinated peace and security humanitarian international relief

- 水国での緊急事態における自国民又は、適当な場合には、その他の者の退去のための保護措置又は輸
- 訓練を除く。 事国政府の国の領域内の施設への訪問を含む。)。ただし、いずれかの当事国政府の部隊が単独で行う事国政府の国の領域内の施設への訪問を含む。)。ただし、いずれかの当事国政府の部隊の艦船又は航空機による他方の当
- e それぞれの国の法令により物品又は役務の提供が認められるその他の活動
- 2 この協定は、相互主義の原則及び相互の同意に基づく物品又は役務の提供のための枠組みについて定める。
- 3 この協定に基づいて行われる物品又は役務の要請、提供、受領及び決済については、日本国の自衛隊及びオーストラリア国防軍が実施する。

第二名

- できる。 1 この協定の下で、いずれか一方の当事国政府は、その権限の範囲内で、当該物品又は役務を提供することが要請する場合には、当該他方の当事国政府は、その権限の範囲内で、当該物品又は役務を提供を というり という にいずれか 一方の当事国政府が、他方の当事国政府に対し、日本国の自衛隊又はオース この協定の下で、いずれか一方の当事国政府が、他方の当事国政府に対し、日本国の自衛隊又はオース しゅうしゅう
- 理・整備業務(校正業務を含む。)、空港・港湾業務及び弾薬食料、水、宿泊、輸送(空輸を含む。)、保管業務、施設の利用、訓練業務、部品・構成品、修支援(基地活動支援に付随する建設を含む。)、燃料・油脂・潤滑油、被服、通信業務、衛生業務、基地活動2 この協定に基づいて提供される物品又は役務は、次に掲げる区分に係るものとする。
- それぞれの区分に係る物品又は役務については、付表において定める。

- c. protection measures or transportation of nationals of either Party or others, if appropriate, for their evacuation from overseas in case of exigencies of the situation;
- communication and coordination or other routine activities (including visits of ships or aircraft of the forces of either Party to facilities in the territory of the other Party), with the exception of exercises and training conducted unilaterally by the forces of either Party;

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any other activity in which the provision of supplies and services is permitted under the laws and regulations of the respective countries.

Φ.

- This Agreement sets forth a framework for the provision of supplies and services on the basis of the principle of reciprocity and mutual consent.
- The request, provision, receipt, and settlement of supplies and services under this Agreement shall be carried out by the Self-Defense Forces of Japan and by the Australian Defence Force.

Article II

- 1. Under this Agreement, when requests by either Party to the other Party are made to provide supplies and services necessary for the activities which are set forth in subparagraphs a. to e. of paragraph 1 of Article I, and are conducted by the Self-Defense Forces of Japan or the Australian Defence Force, the other Party may provide such supplies and services within its competence.
- 2. The supplies and services related to the following categories may be provided under this Agreement: food; water; billeting; transportation (including airlift); petroleum, oils, and lubricants; clothing; communications services; medical services; base operations support (including construction incident to base operations support); storage services; use of facilities; training services; spare parts and components; repair and maintenance services (including calibration services); airport and seaport services; and ammunition.

The supplies and services related to each category are specified in the Annex.

してはならない。 2の規定については、日本国の自衛隊又はオーストラリア国防軍による武器の提供が含まれるものと解

な物品又は役務の提供は、 日本国の自衛隊とオーストラリア国防軍との間における前条1aからeまでに掲げる活動のために必要 それぞれの国の法令に従って行われる。

この協定に基づいて提供される物品又は役務の使用は、 国際連合憲章と両立するものでなければならな

2 この協定に基づいて物品又は役務を受領した当事国政府(以下「受領当事国政府」という。) は、 いで、 部隊以外の者に移転してはならない。 物品又は役務を提供した当事国政府(以下「提供当事国政府」という。)の書面による事前の同意を得な 一時的であれ又は永続的であれ、 いかなる手段によっても、当該物品又は役務を受領当事国政府の 当該

第四条

1 この協定に基づいて行われる物品又は役務の提供に係る決済の手続は、次のとおりとする。

物品の提供については

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だし、inの規定の適用を妨げるものではない 受領当事国政府は、提供当事国政府にとって満足のできる状態及び方法で当該物品を返還する。 た

ii の物品を提供当事国政府にとって満足のできる状態及び方法で返還する。ただし、前の規定の適用を 妨げるものではない のできる状態及び方法で返還することができない場合には、 提供された物品が消耗品である場合又は受領当事国政府が当該物品を提供当事国政府にとって満足 受領当事国政府は、同種、 同等及び同量

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 Australian Defence Force.

4. The provision of supplies and the Australian Defence Self-Defense Forces of Japan and the Australian Defence Force necessary for the activities which are set forth in sub-paragraphs a. to e. of paragraph 1 of Article I shall sub-paragraphs a. to e. of paragraph 1 of Article I shall respective countries

Article III

1. The use of supplies and services provided under this Agreement shall be consistent with the Charter of the United Nations.

party") shall not transfer those supplies and services, either temporarily or permanently, by any means to those outside of the forces of the receiving Party, without prior written consent of the Party who provides them (hereinafter The Party that receives supplies and services under this Agreement (hereinafter referred to as the "receiving referred to as the "providing Party").

Article IV

1. and services under this Agreement shall be The settlement procedures for provision of supplies as follows:

For provision of supplies:

a a

question in a condition and manner that are satisfactory to the providing Party. sub-paragraph ii., return the supplies in The receiving Party shall, subject to

11: providing Party, the receiving Party shall, manner that are satisfactory to the the receiving Party cannot return the If the supplies provided are consumable providing Party. manner that are satisfactory to the quality and quantity in a condition and supplies of the same type and in the same subject to sub-paragraph iii., supplies in question in a condition and return 0

- 提供当事国政府の指定する通貨により償還する。 きる状態及び方法で返還することができない場合には、受領当事国政府は、提供当事国政府に対して 受領当事国政府が提供された物品と同種、同等及び同量の物品を提供当事国政府にとって満足ので 過過 受領当事国政府が提供された物品と同種、同等及び同量の物品を提供当事国政府にとって満足ので
- 役務の提供については、

b

- 価値を有する役務を提供することによって決済する。 提供当事国政府の指定する通貨により提供された役務を償還するか又は同種であり、かつ、同等の
- ※ 決済の方法については、当該役務が提供される前に両当事国政府の間で合意する。
- る物品又は役務に対して内国税を課さないものとする。
 のとする。
 のが出りにおいて、この協定に基づいて提供される。

45/17/2

- に従って実施される。手続取決めは、両当事国政府の権限のある当局の間で作成される。補足的な細目及び手続であってこの協定を実施するためのものを定める手続取決め(その修正を含む。)この協定に基づいて行われる物品又は役務の相互の提供については、この協定に従属し、並びに条件の
- づいて決定される。 づいて決定される。

第六名

- iii. 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 that are satisfactory to the providing Party, the receiving Party shall reimburse the providing Party in the currency specified by the providing Party.
- For provision of services:

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- 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.
- ii. The manner of the settlement shall be agreed between the Parties prior to the provision of the services.
- 2. Internal duties or taxes shall not be charged by either Party for supplies and services provided under this Agreement to the extent permitted by the laws and regulations of the respective countries.

Article V

- 1. The reciprocal provision of supplies and services under this Agreement shall be carried out in accordance with the Procedural Arrangement, as may be modified, which is subordinate to this Agreement and which shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Arrangement shall be made between the competent authorities of the Parties.
- The price of the supplies and the services reimbursed in accordance with sub-paragraph 1.a.iii. and sub-paragraph 1.b. of Article IV shall be determined pursuant to the relevant provisions set forth in the Procedural Arrangement.

Article VI

1. The provisions of this Agreement shall not apply to any activities conducted by the Australian Defence Force acting as a member of the United Nations Forces under the Agreement Regarding the Status of the United Nations Forces in Japan signed on February 19, 1954.

- 動」についての相互の決定を含む。)。 2 両当事国政府は、この協定の実施に関し相互に緊密に協議する(第一条1eに規定する「その他の活2 両当事国政府は、この協定の実施に関し相互に緊密に協議する(第一条1eに規定する「その他の活
- 3 この協定及び手続取決めの解釈又は適用に関するいかなる事項も、両当事国政府の間の協議によってのみ解決されるものとする。
- 5 4の規定に従って紛争を解決することができない場合には、当該紛争は、3の規定に従って解決される

第七条

- 1 この協定は、両当事国政府がこの協定の効力発生に必要な自己の内部手続を完了した旨を相互に通告すり、「の協定を終了させる意思を書面により通告しない限り、順次それぞれ十年の期間、自動的に効力をしてこの協定を終了させる意思を書面により通告しない限り、順次それぞれ十年の期間が満了する少なくとも六箇月前に他方の当事国政府に対すれか一方の当事国政府がこの協定の効力発生に必要な自己の内部手続を完了した旨を相互に通告すり、この協定は、両当事国政府がこの協定の効力発生に必要な自己の内部手続を完了した旨を相互に通告すり、この協定は、両当事国政府がこの協定の効力発生に必要な自己の内部手続を完了した旨を相互に通告すり、
- によって、いつでもこの協定を終了させることができる。 2 1の規定にかかわらず、各当事国政府は、他方の当事国政府に対して一年前に書面により通告すること
- 3 この協定は、両当事国政府の間の書面による合意によって改正することができる
- 条から第五条まで及び前条3から5までの規定は、引き続き効力を有する。 4 この協定の終了の後においても、この協定に基づいて行われた物品又は役務の相互の提供に関し、

第三

- 2. The Parties shall closely consult with each other regarding the implementation of this Agreement, and such consultation shall include the mutual determination on "any other activity" in sub-paragraph e. of paragraph 1 of Article I.
- 3. Any matter relating to the interpretation or application of this Agreement and the Procedural Arrangement shall be resolved solely through consultation between the Parties.
- 4. The competent authorities of the Parties shall settle disputes that may arise concerning the implementation of this Agreement in accordance with the procedures set forth in the Procedural Arrangement.
- 5. Where a dispute cannot be settled under the provisions of paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of paragraph 3 of this Article.

Article VII

- nhis Agreement shall enter into force on the date upon which the Parties exchange diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been completed. This Agreement 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 at least six months before the end of each period of ten years.
- 2. Notwithstanding the provisions of paragraph 1 of this Article, each Party may terminate this Agreement at any time by giving one year's written notice to the other Party.
- This Agreement may be amended by written agreement between the Parties.
- 4. Notwithstanding the termination of this Agreement, the provisions of Article III, IV, V and paragraphs 3, 4 and 5 of Article VI shall remain in force in respect of the reciprocal provision of supplies and services conducted under this Agreement.

5 二千十年五月十九日に東京で署名され、二千十三年一月三十一日に効力を生じた日本国の自衛隊とオー 財政上の義務、処理又は合意された移転は、別段の合意がない限り、履行されるまで拘束力を有する。 力発生の日の前に二千十三年協定により与えられた権限の下で実施に移された物品又は役務の提供に係る するものにおいて「二千十三年協定」というときは、この承継する協定をいうものとする。この協定の効 府間の他の文書であって、この協定が効力を生ずる日に有効であり、かつ、二千十三年協定の実施に関連 の間の協定(以下「二千十三年協定」という。)は、この協定が効力を生ずる時に終了する。両当事国政 ストラリア国防軍との間における物品又は役務の相互の提供に関する日本国政府とオーストラリア政府と

オーストラリアとの物品役務相互提供協定

兀

以上の証拠として、下名は、各自の政府から正当に委任を受けてこの協定に署名した。

二千十七年一月十四日にシドニーで、ひとしく正文である日本語及び英語により本書二通を作成した。

日本国政府のために

草賀純男

オーストラリア政府のために

ブルース・ミラー

Japan and the Australian Defence Force signed at Tokyo on May 19, 2010, which entered into force on 31 January 2013 (hereinafter referred to as the "2013 Agreement"), shall terminate upon the entry into force of this Agreement. Any reference to the 2013 Agreement in other documents between the Parties which are in effect or force on the date this Agreement enters into force and related to the implementation of the 2013 Agreement shall be construed as 5. The Agreement between the Government of Japan and the Government of Australia concerning Reciprocal Provision of Supplies and Services between the Self-Defense Forces of otherwise agreed. effective date of this Agreement under the authority of the 2013 Agreement shall remain binding until satisfied, unless obligations, transactions or agreed transfers for the provision of supplies and services executed prior to the referring to this successor Agreement. Any financial

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 Sydney, this fourteenth day of January, two thousand and seventeen.

Japan: For the Government of

Australia: For the Government of

草賀純男

Bruce Miller

付表

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nne	
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区分	
食料	食料、食事の提供、調理器具及びこれらに類するもの
水	水、給水、給水に必要な用具及びこれらに類するもの
宿泊	宿泊設備及び入浴設備の利用、寝具類並びにこれらに類するもの
輸送(空輸を含む。)	人又は物の輸送、輸送用資材及びこれらに類するもの
燃料・油脂・潤滑油	燃料、油脂及び潤滑油、給油、給油に必要な用具並びにこれらに類するもの
被服	被服、被服の補修及びこれらに類するもの
通信業務	通信設備の利用、通信業務、通信機器及びこれらに類するもの
衛生業務	診療、衛生機具及びこれらに類するもの
る建設を含む。) 基地活動支援 (基地活動支援に付随す	東薬物の収集及び処理、洗濯、給電、環境面の支援、建設、消毒機具及び消毒並びにこれらに類廃薬物の収集及び処理、洗濯、給電、環境面の支援、建設、消毒機具及び消毒並びにこれらに類
保管業務	倉庫又は冷蔵貯蔵室における一時的保管及びこれに類するもの
施設の利用	建物、施設及び土地の一時的利用並びにこれらに類するもの
訓練業務	指導員の派遣、教育訓練用資材、訓練用消耗品及びこれらに類するもの
部品・構成品	軍用航空機、軍用車両及び軍用船舶の部品又は構成品並びにこれらに類するもの
修理・整備業務(校正業務を含む。)	修理及び整備、修理及び整備用機器並びにこれらに類するもの
空港・港湾業務	航空機の離発着及び艦船の出入港に対する支援、積卸作業並びにこれらに類するもの
弾薬	弾薬、弾薬の提供、弾薬の提供に必要な用具及びこれらに類するもの

food, procooking ut water, wat necessary and the lift transport set equipment and the lift and the lift and the lift can be a services, equipment temporary and land, ces temporary transport transport transport transport transport transport transport and land, ces for education and the lift repair and transport and repair and repair and repair and repair and requipment ammunitities.	Category	
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動、大規模災害への対処等の活動のために必要な物品・役の参加を得て行われる訓練、国際連合平和維持活動、国際、二国間条約集参照)に代わるものであり、日本国の自衛隊この協定は、平成二十五年に発効したオーストラリアと 役務を相口の物品の 相互に提供するための枠組みを定め平和安全活動、人道的な国際救援活ーストラリア国防軍との間で、双方品役務相互提供協定(平成二十五年

るものである。