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PREAMBLE

The United States Navy of the United States of America (U.S.) and the Japan Maritime Self-Defense Force (JMSDF) of Japan, hereinafter referred to as “the Parties,” have agreed to establish a Military Personnel Exchange Program (MPEP), which is designed to strengthen bonds of friendship and understanding between the countries and their respective military organizations.

ARTICLE I DEFINITIONS OF TERMS

The Parties have agreed upon the following definitions for terms used in this Agreement:

1.1.	Agreement	The Military Personnel Exchange Agreement that formalizes this Exchange Program.
1.2.	Classified Military Information	Any defense-related information that is generated by or for the use of or held by the Department of Defense of the United States of America or the Ministry of Defense of Japan, defense-related information generated by or for the use of or held by other relevant authorities of the Government of the United States of America or the Government of Japan, and that requires protection in the interests of national security of the originating Party. The information shall bear a security classification and, where necessary, an appropriate indication to identify such information as classified military information. Such information may be in oral, visual, electronic, magnetic or documentary form, or in the form of equipment or technology.
1.3.	Combatant Command	One of the U.S. unified or specified combatant commands established by the President under Title 10, United States Code, Section 164.
1.4.	Contact Officer	A U. S. Navy or JMSDF official designated, in writing, to oversee and control all contacts, requests for information, consultations, access, and other activities of Military Exchange Personnel who are assigned to, or are visiting, a U.S. Department of Defense (DoD) Component or subordinate organization.
1.5.	Controlled Unclassified Information (CUI)	Unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Party. It includes U.S. information that is exempt from public disclosure or subject to export control laws and regulations. It could include information that has been declassified but remains controlled.
1.6.	Host Government	The national Government of the Host Party.
1.7.	Host Party	The Party to which the Military Exchange Personnel act as a Military Exchange Person pursuant to an assignment by a Parent Party under Article III of this Agreement.
1.8.	International Visits Program (IVP)	The program established to process visits by, and assignments of, foreign representatives to DoD Components and DoD contractor facilities. It is designed to ensure that Classified and Controlled

		Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their Governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Military Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.
1.9.	Military Exchange Personnel	Selected career military personnel on active duty with the Parent Party who are present with the Host Party pursuant to this Military Personnel Exchange Program (MPEP)
1.10.	Parent Government	The national Government of the Parent Party.
1.11.	Parent Party	The Party that assigns a Military Exchange Officer pursuant to Article III of this Agreement

**ARTICLE II
PURPOSE AND SCOPE**

2.1. This Agreement establishes the terms and conditions by which the United States Navy of the United States of America and the Japan Maritime Self-Defense Force of Japan (hereafter referred to as "the Parties"), agree to provide on-site working assignments to Military Exchange Personnel from the other Party. The work assignments shall provide Military Exchange Personnel work experience and knowledge of the organization and management of Host Party defense activities by performing duties under the direction of a Host Party supervisor. Exchanges of military personnel under this Agreement shall be conducted on a reciprocal basis, in similar duties, so that the overall benefit to each Party shall be essentially equal. The Parties agree that a Military Exchange Personnel position no longer required by, or of mutual benefit to, either Party will be subject to elimination.

2.2. The Military Exchange Personnel may be assigned only to positions established in Annexes to this Agreement. Annexes to this Agreement shall be an integral part hereof and may include additional terms and prerequisites specific to particular assignments.

2.3. This MPEP shall not include training, except for programs conducted to familiarize, orient, or certify exchange personnel regarding unique aspects of their assignments. Additionally, it is not to be used as a mechanism for the exchange of information between the Parties.

2.4. Military Exchange Personnel shall not act as representatives of the Parent Party or the Parent Government while assigned to exchange positions, nor shall they act as representatives of the Host Party or the Host Government to which they are assigned. Military Exchange Personnel shall perform duties as defined in the position descriptions for their respective positions.

**ARTICLE III
SELECTION AND ASSIGNMENT OF PERSONNEL**

3.1. Participation in this MPEP shall be on a highly selective basis among career military personnel of the U.S. Navy and the Japan Maritime Self-Defense Force. The Parent Party shall be solely responsible in the selection of its Military Exchange Personnel based on the following criteria:

3.1.1. They must have demonstrated capabilities for future positions of greater responsibility;

3.1.2. They must be well-versed in the current practices, technical training, and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied;

3.1.3. They must possess the grade, skill, training, and academic qualifications that are described in the applicable position descriptions; and

3.1.4. They must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the positions.

3.2. The Host Party shall be solely responsible in the formal or official approval of Military Exchange Personnel. The Host Party shall also be solely authorized to discharge Military Exchange Personnel from this MPEP who do not meet the above criteria.

3.3. The normal tour of duty for Military Exchange Personnel, exclusive of travel time between countries, shall be for a period of two or three years. Any time required for qualification and familiarization shall be in addition to the normal tour. Exceptions and/or adjustments of exchange tours shall be based on mutual written agreement.

3.4. Military Exchange Personnel who possess current aeronautical ratings, are qualified to perform in their rated specialty, and are required by the Host Party or Parent Party to fly for proficiency or to qualify for flight pay, shall be assigned to flying status or permitted use of available flying facilities according to Host Party regulations.

3.5. Military Exchange Personnel who possess parachutist ratings and are required by their exchange position duties with the Host Party to perform parachute jumps shall be assigned to parachute duty, and shall be provided with appropriate equipment and facilities according to Host Party regulations.

3.6. Military Exchange Personnel who possess diver/combatant swimmer ratings and are required by their exchange position duties with the Host Party to perform such duties shall be assigned to diving/combatant swimmer duty, and shall be provided with the appropriate equipment and facilities according to Host Party regulations.

ARTICLE IV FINANCIAL ARRANGEMENTS

4.1. The Parent Party's responsibilities shall include, but shall not be limited to, the following costs for its Military Exchange Personnel in accordance with the laws and regulations of the Parent Party:

4.1.1. All pay and allowances;

4.1.2. All change of station travel by the Military Exchange Personnel and Military Exchange Personnel dependents, including but not limited to, transportation, per diem, and other travel allowances when traveling to and from the Parent Party country and Host Party country when reporting for duty and at the conclusion of the assignment;

4.1.3. All temporary duty costs, including travel costs, when such duty is carried out at the request of the Parent Party;

4.1.4. The movement of Military Exchange Personnel and Military Exchange Personnel dependents, including their household effects;

4.1.5. Preparation and shipment of remains and funeral expenses in the event of the death of Military Exchange Personnel or Military Exchange Personnel dependents;

4.1.6. The costs of quarters, rations, medical and dental services for the Military Exchange Personnel and Military Exchange Personnel dependents;

4.1.7. Compensation for loss of, or damage to, the personal property of the Military Exchange Personnel or Military Exchange Personnel dependents; and

4.1.8. All expenses in connection with the return of a Military Exchange Personnel and Military Exchange Personnel dependents to the Parent Party country, including, but not limited to, transportation, per diem, and other travel allowances when the assignment is terminated prior to the normal completion date;

4.2. The Host Party shall be responsible for the following in accordance with the laws and regulations of the Host Party:

4.2.1. Travel and subsistence costs in connection with the performance of any duty carried out by the Military Exchange Personnel pursuant to a requirement of the Host Party;

4.2.2. Costs for training conducted to familiarize, orient, or certify Military Exchange Personnel regarding unique aspects of the assignments; and

4.2.3. Such office facilities, equipment, supplies, and services as may be necessary for the Military Exchange Personnel to fulfill the purposes of this Agreement.

4.3. The obligations of each Party under this Agreement shall be subject to the authorization and availability of funds for such purposes.

ARTICLE V SECURITY

5.1. During the selection process, each Party shall inform the other Party of the level of security clearance required, if any, to permit Military Exchange Personnel to have access to Classified Military Information and work areas. Access to classified information shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party, based on the applicable position description. Nothing in this Agreement shall be construed by the Parties to authorize unfettered access to Classified Military Information or Controlled Unclassified Information residing in the Host Party's facilities or computer systems.

5.2. Each Party shall cause security assurances to be filed, through the Japanese Embassy in Washington, DC, in the case of the Japan Maritime Self-Defense Force personnel, and through the U.S. Embassy in Japan, in the case of the U.S. personnel, stating the security clearances for all Military Exchange Personnel selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. For the United States, the prescribed channels shall be the International Visits Program (IVP), as defined in paragraph 1.8. of this Agreement. For Japan Maritime Self-Defense Force, the prescribed channels shall be the examinations by the Chief of Maritime Staff (Intelligence Division) and JMSDF Commanding Officer of U.S. Military Exchange Personnel.

5.3. The Host Party and the Parent Party shall ensure that assigned Military Exchange Personnel are fully cognizant of applicable laws and regulations concerning the protection of intellectual property rights (such as patents, copyrights, know-how, and trade secrets), Classified Military Information, and Controlled Unclassified Information disclosed to the Military Exchange Personnel. This obligation shall apply both during and after termination of an assignment as a Military Exchange Personnel. Prior to taking up duties as Military Exchange Personnel, the Military Exchange Personnel shall be required to sign the appropriate certification at Annex A to this Agreement. Only individuals who execute the certificate shall be permitted to serve as Military Exchange Personnel.

5.4. Military Exchange Personnel shall at all times be required to comply with the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by Military Exchange Personnel during their assignments shall be reported to the Parent Party for appropriate action. Upon request by the Host Party, the Parent Party shall remove Military Exchange Personnel committing violations of security procedures during their assignments with a view toward administrative or disciplinary action by the Parent Party.

5.5. All Classified Military Information made available to Military Exchange Personnel shall be considered as Classified Military Information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the General Security of Military Information Agreement (GSOMIA) in force between the United States of America and Japan, which entered into force on August 10, 2007. The information shall not be further released or disclosed by the Military Exchange Personnel to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Military Exchange Personnel shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in this Agreement.

ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1. To the extent authorized by the laws and regulations of the Host Government and in accordance with Article IV, the Host Party may provide such administrative support as is necessary for Military Exchange Personnel to fulfill the purposes of this Agreement

6.2. The Host Party's certification or approval of an individual as Military Exchange Personnel shall not bestow diplomatic or other special privileges upon that individual.

6.3. Consistent with the laws and regulations of the Host Government, Military Exchange Personnel assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the laws and regulations of the Host Government, Military Exchange Personnel and Military Exchange Personnel dependents shall be accorded on a reciprocal basis:

6.3.1. Exemption from any tax by the Host Government upon income received from the Parent Government;

6.3.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for the Military Exchange Personnel and Military Exchange Personnel dependents official or personal use, including baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the laws of the Host Government.

6.4. Military Exchange Personnel and Military Exchange Personnel dependents shall be required to comply with all applicable Host Government security policies, procedures, laws, and regulations. The Host Party shall assign a Contact Officer to provide guidance to the Military Exchange Personnel concerning policies, procedures, laws, and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Agreement.

6.5. Military Exchange Personnel may observe the holiday schedule of either the Parent Party or the Host Party as mutually agreed to in writing.

6.6. Military Exchange Personnel shall be assigned work under the guidance and supervision of a host supervisor. The host supervisor shall establish performance standards and observe the performance of Military Exchange Personnel to provide a basis for counseling and performance evaluations. Military Exchange Personnel shall have performance evaluations rendered by their host supervisor. The Host Party shall forward such reports to the Parent Party in accordance with Parent Government requirements.

6.7. Reports that Military Exchange Personnel may be required to make by the Parent Party, or that they wish to make concerning their exchange duties, shall be submitted as follows:

6.7.1. U.S. Military Exchange Personnel will forward their reports through their JMSDF Commanding Officer and the Chief of Maritime Staff, and their assigned administrative commanding officer to the Chief of Naval Operations (OPNAV N13).

6.7.2. Japanese Military Exchange Personnel will forward their reports through their U.S. Navy Commanding Officer and the Chief of Naval Operations (OPNAV N13), and the Naval Attaché, Embassy of Japan to the Chief of Maritime Staff.

6.8. The Military Exchange Personnel and Military Exchange Personnel dependents shall be provided care in military medical and dental facilities on a reimbursable basis. Where military facilities are not available, the Military Exchange Personnel shall be responsible for all medical and dental costs incurred by himself/herself and his/her dependents. The Parent Party shall ensure that the Military Exchange Personnel and Military Exchange Personnel dependents are physically fit prior to the Military Exchange Personnel's tour of duty. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the Military Exchange Personnel and Military Exchange Personnel dependents.

6.9. In no case shall Military Exchange Personnel be assigned to positions that would require exercise of command or responsibilities that are reserved by law or regulation to an officer or employee of either Government.

6.10. Military Exchange Personnel shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities, which may embarrass the Parent Party.

6.11. The Host Party shall not deploy Military Exchange Personnel in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations. Additionally, Military Exchange Personnel shall not be deployed to a third country as a member of an exercise contingent, or to participate in an exercise.

6.12. The Host Party shall not place Military Exchange Personnel in duty assignments in which direct hostilities with forces of third states are likely to occur. Should a unit in which Military Exchange Personnel are assigned become involved in hostilities unexpectedly, Military Exchange Personnel assigned to the unit shall not actively participate in the hostilities. This requirement shall not be read to restrict Military Exchange Personnel's right to act in self-defense.

6.13. The Military Exchange Personnel and Military Exchange Personnel dependents shall be accorded the use of military commissaries, exchanges, theaters, and similar morale and welfare activities to the same extent as they are accorded to personnel and dependents of the Host Party.

6.14. Military Exchange Personnel shall be granted leave, passes, and liberty according to their entitlements under the regulations of the Parent Party, subject to the approval of the appropriate authorities of the Host Party.

6.15. Military Exchange Personnel shall be required to comply with the dress regulations of the Parent Party. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Party with which the Military Exchange Personnel are serving. Practices of the Host Party shall be observed with respect to wearing of civilian clothes.

6.16. To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party shall provide, if available, housing and messing facilities for Military Exchange Personnel and Military Exchange Personnel dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party to locate such facilities for Military Exchange Personnel and Military Exchange Personnel dependents.

6.17. If office space is provided to Military Exchange Personnel by the Host Party, the Host Party shall determine the normal office hours for Military Exchange Personnel.

6.18. The Parent Party shall ensure that Military Exchange Personnel and Military Exchange Personnel dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit, consistent with relevant international agreements. Unless exempted under an applicable international agreement between the Parties, Military Exchange Personnel and Military Exchange Personnel dependents entering either country shall be required to comply with the customs, laws, and regulations of the country of the Host Party.

ARTICLE VII DISCIPLINE AND REMOVAL

7.1. Except as provided in paragraph 7.2., neither the Host Party nor the armed forces of the Host Government may take disciplinary action against Military Exchange Personnel who commit an offense under the military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary authority over the Military Exchange Personnel's dependents. The Parent Party, however, shall take such administrative or disciplinary action against Military Exchange Personnel as may be appropriate, and the Parties shall cooperate in the investigation of any offenses under each other's laws or regulations.

7.2. The Host Party shall be authorized to discharge Military Exchange Personnel from this program, or to modify or curtail their access, for any reason including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the Military Exchange Personnel or Military Exchange Personnel dependents from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a dispute between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Military Exchange Personnel or Military Exchange Personnel dependents.

ARTICLE VIII CLAIMS

8.1. Claims arising under this Agreement shall be governed by the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan,

Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, entered into force January 19, 1960.

8.2. Military Exchange Personnel and Military Exchange Personnel dependents must obtain motor vehicle liability insurance coverage and voluntary insurance coverage for their private motor vehicles in accordance with applicable laws and regulations of the Host Party or local political subdivision of the country of the Host Party in which Military Exchange Personnel and Military Exchange Personnel dependents are located, as well as with the Status of Forces Agreement between the United States and Japan signed on 23 June 23 1960. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE IX SETTLEMENT OF DISPUTES

9.1. Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties, and shall not be referred to an individual, a national or international tribunal, or to any other forum for settlement, except as required by any bilateral agreement between the Parties concerning the status of their armed forces in the country of the Host Party.

ARTICLE X ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

10.1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulations of the Parties.

10.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

10.3. In the event of conflict between the terms of this Agreement and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control.

10.4. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

10.5. Either Party may terminate this Agreement upon thirty (30) days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

10.5.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

10.5.2. Each Party shall pay the costs it incurs as a result of termination. Any costs or expenses for which a Party is responsible pursuant to Article IV of this Agreement, but that were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, shall be paid promptly after such billing.

10.5.3. All information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

10.6. The respective rights and responsibilities of the Parties regarding Article VI (Security) and Article VIII (Claims) shall continue notwithstanding termination or expiration of this Agreement.

10.7. This Agreement, which consists of ten (10) Articles and two (2) or more Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties.

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

DONE at Arlington, VA , this 23 day of February 20 10 , in the English language.

**FOR THE UNITED STATES
NAVY OF THE UNITED STATES
OF AMERICA**

**FOR THE JAPAN MARITIME
SELF-DEFENSE FORCE OF
JAPAN**

M. E. Ferguson III
(Signature)

M.E. Ferguson III
Vice Admiral
U.S. Navy

Deputy Chief of Naval Operations,
Manpower, Personnel, Training &
Education

武田 晴久
(Signature)

Tomohisa Takei
Rear Admiral
Japan Maritime Self-Defense Force

Director General,
Operations and Plans Department
Maritime Staff Office

ANNEX A
CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to **(insert Name and location of organization to which assigned)** pursuant to an agreement between the United States Navy of the United States of America and the Japan Maritime Self-Defense Force of Japan. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain work experience and knowledge of the organization and management of Host Party **(cite applicable area for MPEP assignment)** defense activities. There shall be no access to information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions that are properly assigned to me as described in the position description (PD) for my assignment, and shall not act in any capacity on behalf of my Government or my Parent Party.
3. All information to which I may have access during this assignment shall be treated as information provided, in confidence, to my Government and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with, all applicable security regulations of the Host Party and the Host Government.
6. I will immediately report to my Contact Officer all attempts to obtain, without proper authorization, Classified Military Information, proprietary, or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Rank/Title)

(Date)

**ANNEX B
U.S. NAVY EXCHANGE POSITIONS
WITH THE JAPAN MARITIME SELF-DEFENSE FORCE**

No.	Position	Date	Tour	Grade	(Foreign)	U.S.
		Est.	Length		Location	Location

1.