

DEFENSE

**Agreement Between the
UNITED STATES OF AMERICA
and JAPAN**

Effected by Exchange of Notes
Signed at Tokyo August 16, 1999



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

JAPAN

Defense

*Agreement effected by exchange of notes
Signed at Tokyo August 16, 1999;
Entered into force August 16, 1999.*

Translation

Tokyo, August 16, 1999

Excellency,

I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954 (hereinafter referred to as "the MDA Agreement"), which provides, inter alia, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them.

The representatives of the Government of Japan and the Government of the United States of America have recently held discussions for the purpose of making such detailed arrangements as mentioned above concerning a program for the cooperative research on Ballistic Missile Defense Technologies (hereinafter referred to as "the Program"). The following is the understanding of the Government of Japan regarding the results of the above-mentioned discussions:

1. In accordance with the detailed implementing arrangements to be made under paragraph 5, the Government of Japan and the Government of the United States of America will mutually provide information, equipment, and materials which are necessary to implement the Program. The two Governments shall jointly bear the cost necessary for the execution of the Program.
2. The Program will be undertaken through contracts with industries of Japan and industries of the United States of America to the extent necessary.

His Excellency
Mr. Thomas S. Foley
Ambassador Extraordinary
and Plenipotentiary of
the United States of America

3. The Program will not prejudice in any sense future policy of the Government of Japan on Ballistic Missile Defense.

4. The present understanding will be implemented in accordance with the MDA Agreement and arrangements made thereunder, including the Agreement between the Government of Japan and the Government of the United States of America to Facilitate Interchange of Patent Rights and Technical Information for Purposes of Defense signed at Tokyo on March 22, 1956.

5. In order to implement the present understanding, representatives of the competent authorities of the two Governments will make detailed implementing arrangements. The competent authority of the Government of Japan will be the Defense Agency; the competent authority of the Government of the United States of America will be the Department of Defense.

6. The financial obligations and expenditures incurred by the Government of Japan and the Government of the United States of America under the present understanding and all arrangements to be made hereunder will be subject to budget authorization pursuant to the constitutional and legislative provisions of the respective countries.

I have the honor to propose that, if the above understanding is acceptable to the Government of the United States of America, the present Note and Your Excellency's reply of acceptance shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of Your Excellency's reply and shall remain in force until six months after the date of the receipt of notice of termination by either Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Masahiko Koumura
Minister for Foreign Affairs
of Japan

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 450

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"Excellency,

I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954 (hereinafter referred to as "the MDA Agreement"), which provides, inter alia, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them.

The representatives of the Government of Japan and the Government of the United States of America have recently held discussions for the purpose of making such detailed arrangements as mentioned above concerning a program for the cooperative research on Ballistic Missile Defense Technologies (hereinafter referred to as "the Program"). The following is the understanding of the Government of Japan regarding the results of the above-mentioned discussions:

1. In accordance with the detailed implementing arrangements to be made under paragraph 5, the Government of Japan and the Government of the United States of America will mutually provide information, equipment, and materials which are necessary to implement the Program. The two Governments shall jointly bear the cost necessary for the execution of the Program.

His Excellency
Masahiko Koumura,
Minister for Foreign Affairs
of Japan.

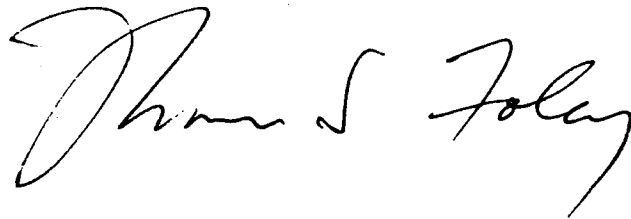
2. The Program will be undertaken through contracts with industries of Japan and industries of the United States of America to the extent necessary.
3. The Program will not prejudice in any sense future policy of the Government of Japan on Ballistic Missile Defense.
4. The present understanding will be implemented in accordance with the MDA Agreement and arrangements made thereunder, including the Agreement between the Government of Japan and the Government of the United States of America to Facilitate Interchange of Patent Rights and Technical Information for Purposes of Defense signed at Tokyo on March 22, 1956.
5. In order to implement the present understanding, representatives of the competent authorities of the two Governments will make detailed implementing arrangements. The competent authority of the Government of Japan will be the Defense Agency; the competent authority of the Government of the United States of America will be the Department of Defense.
6. The financial obligations and expenditures incurred by the Government of Japan and the Government of the United States of America under the present understanding and all arrangements to be made hereunder will be subject to budget authorization pursuant to the constitutional and legislative provisions of the respective countries.

I have the honor to propose that, if the above understanding is acceptable to the Government of the United States of America, the present Note and Your Excellency's reply of acceptance shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of Your Excellency's reply and shall remain in force until six months after the date of the receipt of notice of termination by either Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration."

I have the honor to confirm on behalf of the Government of the United States of America that the foregoing understanding is acceptable to the Government of the United States of America and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of this reply and shall remain in force until six months after the date of the receipt of notice of termination by either Government.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

A handwritten signature in cursive script, reading "Thomas S. Foley". The signature is written in black ink on a white background.

Embassy of the United States of America,
Tokyo, August 16, 1999.

書簡をもって啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定（以下「MDA協定」という。）に言及する光栄を有します。同協定は、各政府が、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両政府の間で行うべき細目取極に従って、使用に供するものとするを特に規定しています。

日本国政府及びアメリカ合衆国政府の代表者は、最近、弾道ミサイル防衛技術に係る共同研究に関する計画（以下「計画」という。）について前記の細目取極を作成するため討議を行いました。この討議の結果に関する日本国政府の了解は、次のとおりであります。

1 5の規定に基づき作成される実施細目取極に従い、日本国政府及びアメリカ合衆国政府は、計画の実施のために必要な情報並びに装備及び資材を相互に提供する。両政府は、計画の実施のために必要な資金を共同して負担する。

2 計画は、必要な範囲内で、日本国及びアメリカ合衆国の企業との間の契約を通じて実施される。

3 計画は、日本国政府の弾道ミサイル防衛についての将来の政策を何ら予断するものではない。

4 この了解は、MDA協定及び同協定に基づく取極（千九百五十六年三月二十二日に東京で署名された防

衛目的のためにする特許権及び技術上の知識の交流を容易にするための日本国政府とアメリカ合衆国政府との間の協定を含む。に従って実施される。

5 この了解を実施するため、両政府の権限のある当局の代表者は、実施細目取極を作成する。日本国政府の権限のある当局は、防衛庁であり、アメリカ合衆国政府の権限のある当局は、国防省である。

6 この了解及びこの了解に基づき作成されるすべての取極に基づき日本国政府及びアメリカ合衆国政府が行う財政上の債務の負担及び支出は、それぞれの国の憲法上及び法律上の規定に従った予算の承認を得たところにより行う。

本大臣は、前記の了解がアメリカ合衆国政府により受諾される場合には、この書簡及び受諾する旨の閣下の返簡が両政府間の合意を構成するものとみなし、その合意が閣下の返簡の日付の日に効力を生じ、かつ、いずれか一方の政府による終了の通告の受領の日の後六箇月が経過する時まで効力を有するものとすることを提案する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

千九百九十九年八月十六日に東京で

日本国外務大臣

宍井 正彦

アメリカ合衆国特命全権大使

トーマス・S・フォーリー閣下