

SPACE

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

Effectuated by exchange of notes at
Tokyo December 15, 2020

Entered into force December 15, 2020



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.”

December 15, 2020

Excellency,

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

"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, consistent with the principle that economic stability is essential to international peace and security, 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.

I have further the honor to refer to the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space and to recall the Guidelines for Japan-U.S. Defense Cooperation announced on April 27, 2015, which state the two Governments will share information to address emerging threats against space systems and will pursue opportunities for cooperation in maritime domain awareness and in space-related equipment and technology that will strengthen capabilities and resiliency of the space systems, including hosted payloads.

In this regard, 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 the cooperation between the two Governments on hosted payloads (hereinafter referred to as "the cooperation"). The following is the understanding of the Government of Japan regarding the results of the above-mentioned discussions:

His Excellency
Toshimitsu Motegi,
Minister for Foreign Affairs,
Tokyo, Japan.

DIPLOMATIC NOTE

1. Representatives of the competent authorities of the two Governments shall make the detailed implementing arrangements concerning the cooperation, which shall consist of one or more Memoranda of Understanding and any modifications thereto. The cooperation shall be implemented in accordance with the terms of such detailed implementing arrangements. For such detailed implementing arrangements, the competent authorities of the Government of Japan shall be the Cabinet Office and such other Ministries or governmental agencies as may be confirmed through diplomatic channels, and the competent authority of the Government of the United States of America shall be the Department of Defense.

2. The present understanding shall 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.

3. The cooperation shall be conducted in accordance with the applicable laws and regulations in each country and subject to the availability of appropriated funds.

4. Each Government shall mutually provide the other with information, equipment, and materials to support the implementation of the cooperation in accordance with the laws and regulations in each country. Information, equipment, and materials the export of which is controlled by either Government shall be provided pursuant to the detailed implementing arrangements to be made under paragraph 1 only when properly authorized in advance by relevant authorities of each Government.

5. Claims arising out of or in connection with the cooperation against either Government or its personnel shall be dealt with in accordance with the Agreement under Article VI of the Treaty on Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, signed at Washington on January 19, 1960 (hereinafter referred to as "the Status of Forces Agreement") and the Agreement between the Government of Japan and the Government of the United States of America Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of Space for Peaceful Purposes, signed at Washington on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims (hereinafter referred to as "the Cross-Waiver Agreement" and "the Exchange of Notes of 1995" respectively). Specifically, claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement apply shall be dealt with in accordance with the Status of Forces Agreement. Claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement and the Cross-Waiver Agreement and the Exchange of Notes of 1995 apply shall also be dealt with in accordance with the Status of Forces Agreement, pursuant to Article 4 of the Cross-Waiver Agreement, which provides, inter alia, that the cross-waiver set forth in Article 3 of the Cross-Waiver Agreement may be limited by mutual agreement between the two Governments. Claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement do not apply, but to which the provisions of the Cross-Waiver Agreement and the Exchange of Notes of 1995 do apply, shall be dealt with in accordance with the Cross-Waiver Agreement and the Exchange of Notes of 1995. Claims arising out of or in connection with the cooperation against either Government or its personnel to which none of the provisions of the Status of Forces Agreement and the Cross-Waiver Agreement and the Exchange of Notes of 1995 apply shall be dealt with in accordance with the national laws and regulations of the respective countries.

6. Customs duties and other such charges and taxes or similar charges arising out of or in connection with the cooperation shall be dealt with in accordance with the Status of Forces Agreement. Customs duties and other such charges and taxes or similar charges arising out of or in connection with the cooperation to which the provisions of the Status of Forces Agreement do not apply shall be dealt with in accordance with the national laws and regulations 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 reply of acceptance shall be regarded as constituting an agreement between the two Governments, which shall enter into force on the date of your 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 you the assurance of my high 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.

Sincerely,



Joseph M. Young
Chargé d'Affaires ad interim
of the United States of America

Translation

Tokyo, December 15, 2020

Sir:

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, consistent with the principle that economic stability is essential to international peace and security, 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.

I have further the honor to refer to the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space and to recall the Guidelines for Japan-U.S. Defense Cooperation announced on April 27, 2015, which state the two Governments will share information to address emerging threats against space systems and will pursue opportunities for cooperation in maritime domain awareness and in space-related equipment and technology that will strengthen capabilities and resiliency of the space systems, including hosted payloads.

In this regard, 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 the cooperation between the two Governments on hosted payloads (hereinafter referred to as "the cooperation"). The following is the understanding of the Government of Japan regarding the results of the above-mentioned discussions:

Mr. Joseph M. Young
Chargé d'Affaires ad interim
of the United States of America

1. Representatives of the competent authorities of the two Governments shall make the detailed implementing arrangements concerning the cooperation, which shall consist of one or more Memoranda of Understanding and any modifications thereto. The cooperation shall be implemented in accordance with the terms of such detailed implementing arrangements. For such detailed implementing arrangements, the competent authorities of the Government of Japan shall be the Cabinet Office and such other Ministries or governmental agencies as may be confirmed through diplomatic channels, and the competent authority of the Government of the United States of America shall be the Department of Defense.

2. The present understanding shall 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.

3. The cooperation shall be conducted in accordance with the applicable laws and regulations in each country and subject to the availability of appropriated funds.

4. Each Government shall mutually provide the other with information, equipment, and materials to support the implementation of the cooperation in accordance with the laws and regulations in each country. Information, equipment, and materials the export of which is controlled by either Government shall be provided pursuant to the detailed implementing arrangements to be made under paragraph 1 only when properly authorized in advance by relevant authorities of each Government.

5. Claims arising out of or in connection with the cooperation against either Government or its personnel shall be dealt with in accordance with the Agreement under Article VI of the Treaty on Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, signed at Washington on January 19, 1960 (hereinafter referred to as "the Status of Forces Agreement") and the Agreement between the Government of Japan and the Government of the United States of America Concerning Cross-Waiver of Liability for Cooperation in the Exploration and Use of Space for Peaceful Purposes, signed at Washington on April 24, 1995, and the Exchange of Notes of the same date between the two Governments concerning subrogated claims (hereinafter referred to as "the Cross-Waiver Agreement" and "the Exchange of Notes of 1995" respectively). Specifically, claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement apply shall be dealt with in accordance with the Status of Forces Agreement. Claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement and the Cross-Waiver Agreement and the Exchange of Notes of 1995 apply shall also be dealt with in accordance with the Status of Forces Agreement, pursuant to Article 4 of the Cross-Waiver Agreement, which provides, *inter alia*, that the cross-waiver set forth in Article 3 of the Cross-Waiver Agreement may be limited by mutual agreement between the two Governments. Claims arising out of or in connection with the cooperation against either Government or its personnel to which the provisions of the Status of Forces Agreement do not apply, but to which the provisions of the Cross-Waiver Agreement and the Exchange of Notes of 1995 do apply, shall be dealt with in accordance with the Cross-Waiver Agreement and the Exchange of Notes of 1995. Claims arising out of or in connection with the cooperation against either Government or its personnel to which none of the provisions of the Status of Forces Agreement and the Cross-Waiver Agreement and the Exchange of Notes of 1995 apply shall be dealt with in accordance with the national laws and regulations of the respective countries.

6. Customs duties and other such charges and taxes or similar charges arising out of or in connection with the cooperation shall be dealt with in accordance with the Status of Forces Agreement. Customs duties and other such charges and taxes or similar charges arising out of or in connection with the cooperation to which the provisions of the Status of Forces Agreement do not apply shall be dealt with in accordance with the national laws and regulations of the respective countries.

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I avail myself of this opportunity to renew to you the assurance of my high consideration.

MOTEGI Toshimitsu
Minister for Foreign Affairs
of Japan

書簡をもつて啓上いたします。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。）に言及する光榮を有します。MDA協定は、經濟の安定が國際の平和及び安全保障に欠くことができないという原則と矛盾しない限り、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裝備、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つて、使用に供するものとするを特に規定しています。

本大臣は、更に、宇宙空間の平和的な探査及び利用の分野において両政府間に引き続いて存在する相互に有益な關係に言及するとともに、両政府が宇宙システムに対して發生する脅威に対応するために情報を共有し、また、海洋監視並びに宇宙システムの能力及び抗たん性を強化する宇宙關係の裝備及び技術（ホステッド・ペイロードを含む。）における協力の機會を追求する旨を二千十五年四月二十七日に公表された日米防衛協力のための指針が述べていることを想起する光榮を有します。

この関連で、日本国政府及びアメリカ合衆国政府の代表者は、最近、ホステッド・ペイロードに関する両政府間の協力（以下「協力」という。）について前記の細目取極を行うために討議を行いました。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 両政府の権限のある当局の代表者は、協力に関する実施細目取極（一又は二以上の了解覚書及び当該了解覚書の修正により構成されるもの）を行う。協力は、当該実施細目取極の条件に従って実施される。当該実施細目取極につき、日本国政府の権限のある当局は、内閣府及び他の省庁又は政府機関であつて外交上の経路を通じて確認されるものであり、アメリカ合衆国政府の権限のある当局は、国防省である。

2 この了解は、MDA協定及びMDA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。

3 協力は、それぞれの国の関係法令及び利用可能な予算に従って実施される。

4 各政府は、他方の政府に対し、協力の実施を支援するための情報、装備及び資材をそれぞれの国の法令に従って相互に提供する。いずれかの政府によって輸出管理が行われている情報、装備及び資材は、それぞれの政府の関係当局が事前に許可を適正に与えた場合に限り、1の規定に基づいて行われる実施細目取極に従って提供される。

5 協力から生じ、又は協力に関連して生ずるいずれかの政府又はその職員に対する請求については、千九

百六十年一月十九日にワシントンで署名された日本国とアメリカ合衆国との間の相互協力及び安全保障条約第六条に基づく施設及び区域並びに日本国における合衆国軍隊の地位に関する協定（以下「地位協定」という。）並びに千九百九十五年四月二十四日にワシントンで署名された平和的目的のための宇宙の探査及び利用における協力のための損害賠償責任に係る相互放棄に関する日本国政府とアメリカ合衆国政府との間の協定及び代位請求に関する両政府間の同日付けの交換公文（以下それぞれ「相互放棄協定」及び「千九百九十五年の交換公文」という。）に従って処理する。具体的には、協力から生じ、又は協力に関連して生ずるいずれかの政府又はその職員に対する請求であつて、地位協定の規定が適用されるものについては、地位協定に従って処理する。協力から生じ、又は協力に関連して生ずるいずれかの政府又はその職員に対する請求であつて、地位協定並びに相互放棄協定及び千九百九十五年の交換公文の規定が適用されるものについても、相互放棄協定第三条に規定する相互放棄が両政府間の合意により制限することができ、これを特に規定する相互放棄協定第四条の規定に基づき、地位協定に従って処理するものとする。協力から生じ、又は協力に関連して生ずるいずれかの政府又はその職員に対する請求であつて、地位協定の規定は適用されないが相互放棄協定及び千九百九十五年の交換公文の規定は適用されるものについては、

相互放棄協定及び千九百九十五年の交換公文に従つて処理する。協力から生じ、又は協力に関連して生ずるいずれかの政府又はその職員に対する請求であつて、地位協定並びに相互放棄協定及び千九百九十五年の交換公文のいずれの規定も適用されないものについては、それぞれの国の国内法令に従つて処理する。

6 協力から生じ、又は協力に関連して生ずる関税その他の課徴金及び租税又は類似の公課については、地位協定に従つて処理する。協力から生じ、又は協力に関連して生ずる関税その他の課徴金及び租税又は類似の公課であつて、地位協定の規定が適用されないものについては、それぞれの国の国内法令に従つて処理する。

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貴官の返簡が両政府間の合意を構成するものとみなし、その合意が貴官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榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて貴官に向かつて敬意を表します。

一千九百二十年十二月十五日に東京で

日本国外務大臣

茂
木
敏
充

アメリカ合衆国臨時代理大使

ジョセフ・M・ヤング殿