FRAMEWORK AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR COOPERATION IN THE EXPLORATION AND USE OF OUTER SPACE, INCLUDING THE MOON AND OTHER CELESTIAL BODIES, FOR PEACEFUL PURPOSES

The Government of Japan and the Government of the United States of America (hereinafter individually a "Party" and collectively the "Parties"):

Recognizing a mutual interest in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes;

Considering the desirability of enhanced cooperation between the Parties in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes;

Taking note of the long-term successful cooperation that has existed among the Japan Aerospace Exploration Agency (hereinafter "JAXA"), and the National Aeronautics and Space Administration (hereinafter "NASA") and the National Oceanic and Atmospheric Administration (hereinafter "NOAA") of the United States of America;

Considering the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, entered into force on October 10, 1967 (hereinafter the "Outer Space Treaty");

Considering the Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space, entered into force on December 3, 1968;

Considering the Convention on International Liability for Damage Caused by Space Objects, entered into force on September 1, 1972 (hereinafter the "Liability Convention");

Considering the Convention on Registration of Objects Launched into Outer Space, entered into force on September 15, 1976 (hereinafter the "Registration Convention");

Recalling 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, done at Washington on April 24, 1995 and the Exchange of Notes of the same date between the Parties concerning subrogated claims, as well as the Agreed Minutes Concerning 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, done at Washington on December 8, 2000;

Recalling the Agreement among the Government of Canada, Governments of the Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America Concerning Cooperation on the Civil International Space Station, done at Washington on January 29, 1998 (hereinafter the "IGA");

Recalling the Memorandum of Understanding between the Government of Japan and the National Aeronautics and Space Administration of the United States of America Concerning Cooperation on the Civil International Space Station, done at Washington on February 24, 1998;

Considering The Artemis Accords: Principles for Cooperation in the Civil Exploration and Use of the Moon, Mars, Comets, and Asteroids for Peaceful Purposes, signed by the Government of Japan and the Government of the United States of America, among others, on October 13, 2020;

Recalling the Memorandum of Understanding between the Government of Japan and the National Aeronautics and Space Administration of the United States of America Concerning Cooperation on the Civil Lunar Gateway, entered into force on December 31, 2020;

Desiring to establish an overall legal framework to facilitate cooperation between their Implementing Agencies;

Have agreed as follows:

ARTICLE 1 SCOPE OF ACTIVITIES

- A. The joint activities in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes shall be conducted, as mutually agreed and subject to this Framework Agreement between the Government of Japan and the Government of the United States of America for Cooperation in the Exploration and Use of Outer Space, including the Moon and other Celestial Bodies, for Peaceful Purposes (hereinafter the "Framework Agreement"), in the following areas:
 - 1. Space science, including lunar science;
 - 2. Earth science;
 - 3. Space operations and exploration, including lunar operations and exploration;
 - 4. Aeronautical science and technology;
 - 5. Space technology;
 - 6. Space transportation;
 - 7. Safety and mission assurance; and
 - 8. Other relevant areas as mutually determined.
- B. The joint activities may involve the following forms of cooperation:
 - 1. Use of spacecraft and space research platforms;
 - 2. Use of scientific instruments onboard spacecraft and space research platforms;
 - 3. Crewed spaceflight operations;
 - 4. Use of sounding rockets and scientific balloons;
 - 5. Use of aircraft;
 - 6. Use of ground-based antennas for tracking and data acquisition;
 - 7. Use of ground-based space research facilities;

- 8. Exchanges of scientists, engineers, or other experts on general or specific subjects;
- 9. Exchanges of scientific data;
- 10. Space education;
- 11. Public outreach activities; and
- 12. Other forms of cooperation as mutually determined.
- C. The joint activities may be conducted on Earth, in air space, or in outer space, including the Moon and other celestial bodies.
- D. All activities under this Framework Agreement shall be conducted in accordance with all applicable laws and regulations, including international law.
- E. This Framework Agreement shall not apply to activities governed by the IGA or any subsequent agreement that amends, modifies, or is concluded pursuant to the IGA.

ARTICLE 2 DEFINITIONS

- A. The term "Contributing Entity" means a contractor or subcontractor, grantee, or other entity having a legal relationship with a Party's Implementing Agency that is assigned, tasked, or contracted in the implementation of joint activities under this Framework Agreement.
- B. The term "Related Entity" means:
 - 1. A contractor or subcontractor, user, or customer of a Party's Implementing Agency at any tier;
 - A contractor or subcontractor of a user or customer of a Party's Implementing Agency at any tier;
 - 3. A grantee or any other cooperating entity or investigator of a Party's Implementing Agency at any tier;
 - 4. A contractor or subcontractor of a grantee or any other cooperating entity or investigator of a Party's Implementing Agency at any tier; or

5. A State, or agency or institution of a State, where such State, agency, or institution is an entity described above or is otherwise involved in joint activities under this Framework Agreement.

The terms "contractor" and "subcontractor" include suppliers of any kind.

ARTICLE 3 IMPLEMENTING AGENCIES AND IMPLEMENTING ARRANGEMENTS

- A. The specific terms and conditions for the joint activities specified in Article 1 (Scope of Activities) shall be set forth in Implementing Arrangements between the Implementing Agencies under this Framework Agreement. The Government of Japan designates the Ministry of Education, Culture, Sports, Science, and Technology and JAXA, or their successors, as its Implementing Agencies, and the Government of the United States of America designates NASA, NOAA, and the United States Geological Survey, or their successors, as its Implementing Agencies. Either Party may designate additional Implementing Agencies for specific joint activities, as necessary. In such a case, that Party shall duly notify the other Party regarding any designated additional Implementing Agencies through diplomatic channels.
- B. The Implementing Arrangements shall refer to and be subject to this Framework Agreement. Each Implementing Arrangement shall indicate that it has been duly authorized or confirmed by each Party. The Implementing Arrangements shall describe, inter alia, the scope of the joint activities and the individual and joint responsibilities of the Implementing Agencies, consistent with this Framework Agreement. The Parties agree that the Implementing Arrangements shall not create rights and obligations under international law.
- C. The Parties shall ensure that their respective Implementing Agencies comply with this Framework Agreement in accordance with their respective laws and regulations. Any terms, conditions, and obligations of this Framework Agreement apply to the Parties' respective Implementing Agencies.

D. The Parties shall establish and maintain a list of Implementing Arrangements under this Framework Agreement. The list shall include the relevant Implementing Agencies for each Implementing Arrangement, the title of each Implementing Arrangement, the date(s) on which it is signed, and its duration. The Parties shall update and exchange the list at least yearly. This list shall not constitute an integral part of this Framework Agreement.

ARTICLE 4 FINANCIAL ARRANGEMENTS

- A. Each Party shall bear its own costs in the implementation of this Framework Agreement and any Implementing Arrangement. Obligations under this Framework Agreement and activities pursuant to any Implementing Arrangement shall be subject to the availability of appropriated funds and to each Party's funding procedures.
- B. Each Party shall ensure that, should its Implementing Agency encounter budgetary problems that may affect the activities to be conducted pursuant to this Framework Agreement or any Implementing Arrangement, the Implementing Agency notifies and consults with the other Party's Implementing Agency as soon as possible.

ARTICLE 5 TAXES, DUTIES, AND FEES

- A. Each Party shall ensure exemption of all applicable taxes and duties that would be collected by customs authorities, and in accordance with its laws and regulations, each Party shall make reasonable efforts to facilitate exemption of fees, for the importation and exportation to and from its territory of goods and software that are necessary for the implementation of this Framework Agreement.
- B. In the event that any fees of any kind for the importation and exportation to and from its territory are nonetheless levied on such goods and software, such fees shall be borne by the Party of the country levying them unless otherwise agreed by the Parties.
- C. Each Party shall also facilitate, in accordance with its laws and regulations, the movement of goods into and out of its territory for the implementation of this Framework Agreement.

D. For the avoidance of doubt, this Article shall be implemented without regard to the country of origin of such goods and software.

ARTICLE 6 ENTRY, EXIT, AND RESIDENCE OF PERSONNEL

On a reciprocal basis, each Party shall facilitate, in accordance with its laws and regulations, the entry into, exit from, and residence in its territory of personnel and families of personnel engaged in joint activities under this Framework Agreement.

ARTICLE 7 OVERFLIGHT

In accordance with its laws and regulations, each Party shall facilitate the provision of aircraft and balloon overflight clearances in order to conduct joint activities under this Framework Agreement.

ARTICLE 8 TRANSFER OF GOODS AND TECHNICAL DATA

- A. The Parties are obligated to transfer only those goods and technical data, including software, necessary for the implementation of joint activities under this Framework Agreement, in accordance with this Article, notwithstanding any other provisions of this Framework Agreement.
- B. All activities under this Framework Agreement shall be conducted in accordance with all applicable laws and regulations, including those laws and regulations pertaining to export control and the control of classified information.
- C. The transfer of technical data necessary for the implementation of joint activities under this Framework Agreement with regard to interface, integration, and safety shall normally be made without restriction, except as required by this Article.
- D. All transfers of goods and proprietary data or export-controlled technical data are subject to the following provisions.
 - 1. In the event a Party or its Related Entity finds it necessary to transfer such goods or data, for which protection is to be maintained, such goods shall be specifically identified and such data shall be marked.

- 2. The identification of such goods and the marking on such data shall indicate that the goods and data shall be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entity's responsibilities under an Implementing Arrangement, and that such goods and data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.
- 3. The receiving Party and its Related Entities shall abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.
- E. All goods and marked proprietary data or export-controlled technical data transferred in the implementation of joint activities under this Framework Agreement shall be used by the receiving Party or Related Entity exclusively for the purposes of the relevant Implementing Arrangement. Upon completion of the activities under an Implementing Arrangement, the receiving Party or Related Entity shall return or otherwise dispose of all goods and marked proprietary data or export-controlled technical data provided under the Implementing Arrangement, as directed by the furnishing Party or Related Entity.
- F. The Parties shall cause their Related Entities to be bound by this Article through contractual mechanisms or equivalent measures.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

A. Nothing in this Framework Agreement shall be construed as granting, either expressly or by implication, to the other Party any rights to, or interest in, any inventions or works of a Party or its Contributing Entities made prior to the entry into force of, or outside the scope of, this Framework Agreement, including any patents or similar forms of protection in any country corresponding to such inventions, or any copyrights corresponding to such works.

- B. Any rights to, or interest in, any inventions or works made in the implementation of joint activities under this Framework Agreement solely by one Party, or any of its Contributing Entities, including any patents or similar forms of protection in any country corresponding to such inventions, or any copyrights corresponding to such works, shall be owned by such Party or its Contributing Entity. Allocation of rights to, or interest in, such inventions or works between such Party and its Contributing Entities shall be determined by applicable laws, rules, regulations, and contractual obligations.
- C. It is not anticipated that there will be any joint inventions made in the implementation of joint activities under this Framework Agreement. Nevertheless, in the event that any inventions are jointly made by the Parties in the implementation of joint activities under this Framework Agreement, the Parties shall, in good faith, consult and agree within 60 calendar days as to:
 - 1. The allocation of rights to, or interest in, such joint inventions, including any patents or similar forms of protection in any country corresponding to such joint inventions;
 - 2. The responsibilities, costs, and actions to be taken to establish and maintain patents or similar forms of protection in any country for each such joint invention; and
 - 3. The terms and conditions of any license or other rights to be exchanged between the Parties or granted by one Party to the other Party.
- D. For any works jointly authored by the Parties, should the Parties decide to register the copyrights in such works, they shall, in good faith, consult and agree as to the responsibilities, costs, and actions to be taken to register copyrights and maintain copyright protections in any country.

- E. Subject to Article 8 (Transfer of Goods and Technical Data) and Article 10 (Public Information), each Party shall have irrevocable royalty free rights, for its own purposes, to reproduce, prepare derivative works, distribute, and present publicly, and authorize others to do so on its behalf, any copyrighted works resulting from joint activities under this Framework Agreement regardless of whether the works were created solely by or on behalf of the other Party or jointly with the other Party. The Parties agree that any copyrighted works marked in accordance with Article 8 (Transfer of Goods and Technical Data) constitute proprietary data for the purposes of Article 8 and Article 10 (Public Information).
- F. For the purposes of intellectual property law, an activity occurring in or on a space object registered by a Party, in the implementation of joint activities under this Framework Agreement, shall be deemed to have occurred only in the territory of that Party. For the avoidance of doubt, participation by a Party, its Implementing Agency, or its Related Entity in an activity occurring in or on a space object registered by the other Party shall not in and of itself alter or affect the jurisdiction over such activity provided for in the previous sentence.
- G. In respect of an invention made in or on any space object by a person who is not a national of the Party that registered the space object, that Party shall not apply its laws concerning secrecy of inventions so as to prevent the filing of a patent application in the territory of the other Party. This provision does not prejudice (a) the right of a Party in which a patent application is first filed to control the secrecy of such patent application or restrict its further filing; or (b) the right of the other Party in which an application is subsequently filed to restrict, pursuant to any international obligation, the dissemination of an application.

ARTICLE 10 PUBLIC INFORMATION

A. The Parties retain the right to release public information regarding their own activities under this Framework Agreement. The Parties shall coordinate with each other in advance concerning releasing information to the public that relates to the other Party's responsibilities or activities under this Framework Agreement.

- B. The Parties shall make scientific results available to the international scientific community through publication in appropriate journals or by presentations at scientific conferences in a timely manner consistent with good scientific practices.
- C. The Parties acknowledge that the following data or information does not constitute public information and that such data or information shall not be included in any publication or presentation by a Party without the other Party's prior written permission:
 - Data furnished by the other Party in accordance with Article 8 (Transfer of Goods and Technical Data) that are marked as export-controlled or proprietary;
 - 2. Information about an invention of the other Party and/or its Contributing Entity before an application for a patent or similar form of protection in any country has been filed or a decision not to file has been made; or
 - 3. Other specific information that the Parties expressly agree not to disclose or release.

ARTICLE 11 DATA SHARING

The Parties agree to the full and open sharing of scientific data from joint activities under this Framework Agreement as soon as such data become available for release to the public, as detailed in data management plans created pursuant to Implementing Arrangements.

ARTICLE 12 CROSS-WAIVER OF LIABILITY

A. With respect to joint activities under this Framework Agreement, the Parties agree to establish a cross-waiver of liability in the interest of encouraging cooperation between the Parties in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes. This cross-waiver of liability, as set out in this Article, shall be broadly construed to achieve this objective. For the avoidance of doubt, the term "Party" as used in this Article includes such Party's Implementing Agencies.

- B. For the purposes of this Article:
 - 1. The term "Damage" means:
 - a. Bodily injury to, or other impairment of health of, or death of any natural person;
 - b. Damage to, loss of, or loss of use of any property;
 - c. Loss of revenue or profits; or
 - d. Other direct, indirect, or consequential damage.
 - 2. The term "Protected Space Operations" means all activities in the implementation of Implementing Arrangements. It includes, but is not limited to:
 - a. Research, design, development, test, manufacture, assembly, integration, operation, or use of vehicles, payloads, or instruments, as well as related support equipment and facilities and services; and
 - b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

The term "Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a product or process for use other than for activities in the implementation of the relevant Implementing Arrangements.

C. 1. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs C.1.a. through C.1.c. below based on Damage arising out of Protected Space Operations. This cross-waiver of liability shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. This cross-waiver of liability shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- a. The other Party;
- b. A Related Entity of the other Party; or
- c. The employees of any of the entities identified in paragraphs C.1.a. and C.1.b. above.
- 2. In addition, each Party shall ensure that its Implementing Agency extends the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to the Implementing Agency's Related Entities by requiring them, by contract or otherwise, to agree to:
 - a. Waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.c. of this Article; and
 - b. Require that other Related Entities of that Implementing Agency waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.c. of this Article.
- 3. For the avoidance of doubt, this cross-waiver of liability shall be applicable to claims arising under the Liability Convention, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- 4. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not apply to:
 - a. Claims between a Party and its own Related Entity or between its own Related Entities;
 - b. Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party or is otherwise bound by the terms of this cross-waiver of liability) for bodily injury to, or other impairment of health of, or death of such natural person;
 - c. Claims for Damage caused by willful misconduct;

- d. Intellectual property claims;
- e. Claims for Damage resulting from a failure of an Implementing Agency to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph C.2. of this Article; or
- f. Claims by a Party arising out of the other Party's failure to perform its express obligations under this Framework Agreement.
- 5. In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defense of any such claims.
- With respect to paragraph C.4.b. of this Article, 6. in the event that a subrogated claim of the Government of Japan is not based upon government employee accident compensation law, the Government of Japan shall fulfill its obligation to waive such subrogated claim by ensuring that its Implementing Agency indemnifies, in a manner consistent with the principle that each Party shall bear its own costs, as provided in paragraph A. of Article 4 (Financial Arrangements), and in accordance with applicable laws and regulations of Japan, any entity or person identified in paragraphs C.1.a. through C.1.c. of this Article against liability arising from such subrogated claim by the Government of Japan. Nothing in this Article shall preclude the Government of Japan from waiving the foregoing subrogated claims.
- 7. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.
- D. Notwithstanding the previous provisions of this Article, this cross-waiver of liability may be limited by mutual agreement between the Parties at the Government level, to take into account the particular characteristics of the joint activities under the relevant Implementing Arrangements.

- E. By mutual agreement, at the Government level, the Parties may apply the cross-waiver of liability contained in this Article to cooperation in the exploration and use of outer space, including the Moon and other celestial bodies, for peaceful purposes not otherwise subject to this Framework Agreement. For such cooperation:
 - 1. The term "Implementing Arrangements" in this Article shall refer to any agreement or arrangement relevant to such cooperation; and
 - 2. The term "Implementing Agency" in this Article shall refer to the participants to the relevant Implementing Arrangements as defined in paragraph E.1. above.
- F. The Parties shall establish and maintain a list of agreements and arrangements to which the Parties have agreed to apply the cross-waiver of liability contained in this Article in accordance with paragraph E. of this Article. This list shall not constitute an integral part of this Framework Agreement.

ARTICLE 13 REGISTRATION AND JURISDICTION

- A. The Parties agree that, for Implementing Arrangements providing for a launch, their Implementing Agencies shall decide which Implementing Agency is to request its Government to register the space object and that Government so requested shall register its space object in accordance with the Registration Convention. Registration pursuant to this Article shall not affect the rights or obligations of either Party under the Liability Convention.
- B. In accordance with Article VIII of the Outer Space Treaty and Article II of the Registration Convention, each Party shall retain jurisdiction and control over space objects carried on its registry and personnel thereof, and over personnel who are its nationals while in outer space, including the Moon and other celestial bodies, without prejudice to appropriate agreements concluded or to be concluded by the Parties on jurisdiction and control over a particular space object or any personnel thereof. In the case of concurrent jurisdiction, the Parties agree to consult.

ARTICLE 14 PLANETARY PROTECTION

With respect to joint activities under this Framework Agreement, the Parties shall apply planetary protection measures based on their respective applicable policies and requirements, consistent with the guidelines contained in the Committee on Space Research (hereinafter "COSPAR") Planetary Protection Policy and Implementation Guidelines, put in place on June 3, 2021. The Parties may mutually determine in writing to apply subsequent versions of the COSPAR guidelines to joint activities under this Framework Agreement.

ARTICLE 15 ORBITAL DEBRIS AND SPACECRAFT DISPOSAL

- A. With respect to joint activities under this Framework Agreement, the Parties shall act consistently with the Space Debris Mitigation Guidelines of the United Nations Committee on the Peaceful Uses of Outer Space, endorsed by the United Nations General Assembly in its Resolution 62/217 of December 22, 2007. The Parties may mutually determine in writing to apply other guidelines for the mitigation of orbital debris to joint activities under this Framework Agreement.
- B. In furtherance of paragraph A. of this Article, the Parties shall plan for the mitigation of orbital debris, where appropriate, including the safe, timely, and efficient passivation and disposal of the spacecraft at the end of its mission, as part of the mission planning process. Such a plan shall include which Party has the lead for the end of mission planning, conjunction assessment, and the standards to be used for the mitigation of orbital debris.

ARTICLE 16 LUNAR SITES OF HISTORIC OR SCIENTIFIC VALUE

The Parties share the objectives of preserving lunar sites of historic or scientific value. The Parties shall endeavor to avoid interference with such sites.

ARTICLE 17 CONSULTATIONS

- A. The Parties shall encourage their Implementing Agencies to consult, as appropriate, to review the implementation of joint activities under this Framework Agreement, and to exchange views on potential areas of future cooperation.
- B. In the event issues arise regarding the implementation of joint activities under this Framework Agreement, the Parties agree that the Implementing Agencies shall endeavor to resolve the issues.
- C. If the Implementing Agencies fail to resolve the issues which have arisen pursuant to paragraph B. of this Article, or if issues arise regarding the interpretation or application of this Framework Agreement, the Parties shall resolve such issues through consultations.

ARTICLE 18 EFFECT ON OTHER AGREEMENTS

This Framework Agreement shall not prejudice existing agreements between the Parties, nor conclusion of future agreements or formulation of future arrangements regarding matters outside or within the scope of this Framework Agreement. This Framework Agreement shall be without prejudice to cooperation of either Party with other states and international organizations.

ARTICLE 19 AMENDMENTS

The Parties may amend this Framework Agreement by mutual written agreement. An amendment shall enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties inform each other that their respective legal procedures necessary for entry into force of the amendment have been completed.

ARTICLE 20 ENTRY INTO FORCE

This Framework Agreement shall enter into force on the date of the last note of an exchange of diplomatic notes in which the Parties inform each other that their respective legal procedures necessary for entry into force of this Framework Agreement have been completed.

ARTICLE 21 TERMINATION

- A. Either Party may terminate this Framework Agreement by providing at least six months' written notice to the other Party through diplomatic channels.
- B. Notwithstanding the termination of this Framework Agreement, its provisions shall continue to apply to joint activities under any Implementing Arrangements in effect at the time of such termination of this Framework Agreement, for the duration of such Implementing Arrangements.
- C. Notwithstanding the termination of this Framework Agreement or any Implementing Arrangements, the rights and obligations under Article 8 (Transfer of Goods and Technical Data), Article 9 (Intellectual Property Rights), Article 10 (Public Information) and Article 12 (Cross-Waiver of Liability) shall continue to have effect, unless otherwise agreed by the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Framework Agreement.

Done at Washington in two originals, in the Japanese and English languages, both texts being equally authentic, this thirteenth day of January, 2023.

FOR THE GOVERNMENT OF JAPAN

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Y. Hayashi

Antony Blinken