

SPACE

Martian Moons Exploration

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

Effectuated by exchange of notes at
Tokyo April 11, 2023

Entered into force April 11, 2023



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.”

Tokyo, April 11, 2023

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 recent discussions between representatives of the Government of the United States of America and representatives of the Government of Japan concerning the cooperation between the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") and the Japan Aerospace Exploration Agency (hereinafter referred to as "JAXA") for the JAXA-led mission entitled Martian Moons eXploration (hereinafter referred to as "MMX") (hereinafter referred to as "the Cooperation"), which is to be undertaken as part of JAXA's Medium to Long-Term Plan approved and evaluated by the competent Ministers to achieve JAXA's Medium to Long-Term Goal based on the "Basic Plan on Space Policy" of the Government of Japan.

In consideration of the continuing mutually beneficial relationship between the two Governments in the field of peaceful exploration and use of outer space; and taking into account the Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Science and Technology, signed at Toronto on June 20, 1988, as extended and amended; and reaffirming that the provisions of the Agreement between the Government of the United States of America and the Government of Japan 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 shall apply to the Cooperation, I have further the honor to propose on behalf of the Government of the United States of America the following arrangements:

His Excellency
Mr. Rahm Emanuel
Ambassador Extraordinary and Plenipotentiary
of the United States of America

1. The Cooperation shall be conducted in accordance with the terms and conditions set forth in a Memorandum of Understanding between NASA and JAXA concerning MMX.
2. The Cooperation shall be conducted in accordance with the laws and regulations in force in each country and subject to the availability of appropriated funds.
3. The Government of Japan shall register the MMX spacecraft as a space object in accordance with the Convention on Registration of Objects Launched into Outer Space, done on January 14, 1975 (hereinafter referred to as "the Registration Convention"). Registration pursuant to the Registration Convention shall not affect the rights or obligations of both Governments under the Convention on International Liability for Damage Caused by Space Objects, done on March 29, 1972.
4. NASA and JAXA shall consult with each other on any matter that may arise from or in connection with the Cooperation with a view to finding a mutually acceptable solution. If the matter cannot be resolved through such consultations, consultations between the Government of the United States of America and the Government of Japan shall be held through diplomatic channels with a view to finding a mutually acceptable solution.
5. The present arrangements shall remain in force for eleven years, unless terminated by either Government upon six months' written notice through diplomatic channels of its intention to terminate them. The present arrangements may be extended or amended by mutual written agreement of the two Governments.

I have further the honor to propose that, if the foregoing arrangements are acceptable to the Government of Japan, this Note and Your Excellency's Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply."

I have further the honor to confirm on behalf of the Government of Japan that the foregoing arrangements are acceptable to the Government of Japan and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

A handwritten signature in dark ink, appearing to read 'J. Hayashi', written in a cursive style.

HAYASHI YOSHIMASA
Minister for Foreign Affairs
of Japan

April 11, 2023

No. 230192

Excellency:

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His Excellency

Hayashi Yoshimasa,

Minister for Foreign Affairs of Japan.

DIPLOMATIC NOTE

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Accept, Excellency, the assurances of my highest consideration.

For the U.S. Embassy in Japan:

A handwritten signature in black ink, appearing to read 'Rahm Emanuel', written in a cursive style.

Rahm Emanuel

United States Ambassador to Japan