

**BY ORDER OF THE COMMANDER  
HEADQUARTERS, UNITED STATES FORCES, JAPAN**

**USFJ INSTRUCTION 32-7**

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**Civil Engineering**



**UNITED STATES FORCES, JAPAN REAL ESTATE**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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This instruction establishes policies, procedures and responsibilities relative to facilities and areas provided by the Government of Japan (GOJ) for the use of United States Forces, Japan (USFJ).

This instruction is applicable to all U.S. organizations and persons in Japan under the provisions of 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 (hereinafter SOFA) (reference 1.7)

**SUMMARY OF REVISIONS**

This instruction combines previous versions of USFJ Instructions 32-901, 16 June 1998 and 32-2, 15 October 1985. Added the procedures for Japanese Organization Access (JOA) as approved by Joint Committee MEMO 4003, 28 July 1999 (paragraph **5.2.5.** and **Attachments 9 and 10**).

Replaced the term “joint use” with the term “limited use” when referring to use under Article II 4(b) of the SOFA (paragraph **5.1.2.**). Clarified the definition of outgrants under Article III of the SOFA (paragraph **5.2.3.**). Added requirements for submitting report number RCS: USJ-DJ-59, Coordination of Construction and Maintenance at USFJ Facilities and Areas (paragraph **10.2.**).

Added a diagram that outlines the processes for granting others access to U.S. facilities and areas, including Article III outgrants, Article II 4(a) Joint Use and MEMO 4003, JOA (**Attachment 8**).

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## Chapter 1

### REFERENCES

- 1.1. SECDEF WASHINGTON DC 142159Z DEC 93, *DoD Policy and Procedures for the Realignment of Overseas Sites*.
- 1.2. USCINCPACINST 3020.2 (series), *Command Relationships in the Pacific Command (PACOM)*. (S)\*
- 1.3. USCINCPACINST 5711.6 (series), *Negotiation, Conclusion and Reporting of International Agreements*.
- 1.4. USCINCPACINST 11011.1 (series), *Real Estate*.
- 1.5. JOINT PUB 4-0, *Doctrine for Logistic Support of Joint Operations*
- 1.6. JOINT PUB 4-04, *Joint Doctrine for Civil Engineer Support*
- 1.7. HQ USFJ, *United States-Japan Treaties, Agreements and Other Documents*, 1 November 1978.
- 1.8. USFJ Instruction 24-1, *Entry and Exit of Individuals, Cargo, Aircraft and Surface Vessels*.
- 1.9. USFJ Instruction 32-3, *Protection and Enhancement of Environmental Quality*.
- 1.10. USFJ Instruction 32-6, *Host Nation Funded Construction*.
- 1.11. USFJ Instruction 33-1, *Joint Use of Telecommunications-Electronics by Japan Self Defense Forces and U.S. Armed Forces*.
- 1.12. USFJ Instruction 36-4, *Petitions and Petitioners*.
- 1.13. USFJ Instruction 38-1, *Commander, U.S. Forces Japan Coordination Policy and Command Relationship*.
- 1.14. USFJ Instruction 38-2, *Organization and Functions, Headquarters, U.S. Forces, Japan Joint Staff*.
- 1.15. USFJ Instruction 51-2, *Authority and Responsibility for Negotiating, Concluding, Forwarding and Depositing International Agreements*.
- 1.16. HQ USFJ Policy Letter 50-1, *Training Areas*.
- 1.17. Public Law 96-515, *National Historic Preservation Act Amendments 1980 (H.R. 5496)*.
- 1.18. FSC Memorandum FSUS-83-1060-L, *Policy – Facilities Subcommittee*, dated 5 January 1956.
- 1.19. FSC Memorandum FSUS-133-1848-L, *Procedures for Release of USFJ's Facilities and Areas*, dated 13 January 1958.
- 1.20. FSC Memorandum FSJG-84-673-SN, *Policy – Facilities Subcommittee*, dated 24 January 1956.
- 1.21. Joint Committee MEMO 486, *Procedure for Coordination of Construction Works within Facilities and Areas*, dated 11 April 1957 and approved by the Joint Committee on 23 April 1957.

1.22. Joint Committee MEMO 4003, *Access to USFJ Facilities and Areas by Japanese Organizations*, dated 28 July 1999.

## Chapter 2

### TERMS

2. For the purpose of this directive, the following terms apply:

2.1. *Facilities and Areas*: Real estate and properties to include designated air, land or water areas, buildings, structures, trees, furnishings, equipment, and fixtures provided by GOJ for the use of the USFJ under the provisions of the SOFA. Real estate provided for limited time periods or easement rights for communications-electronics, utilities, and other systems are also considered to be facilities and areas, or parts thereof. Agreements as to specific facilities and areas shall be established by the United States Government (USG) and GOJ through the Joint Committee (JC).

2.2. *Schedule of Facilities and Areas*: The listing by official name, facility number or other designations of facilities and areas provided for the use of USFJ by GOJ. This schedule is maintained by the JC and is a source document for GOJ *Diet Gazette*. The Schedule of Facilities and Areas is intended to formalize and provide a complete record of all facilities and areas furnished. A request will be submitted promptly by the service commander concerned for formalization of the use of any real estate found to be in use, including any described in 2.1 above, which has not been included on the schedule or has not been defined in the implementing real estate transfer documents.

2.3. *Joint Use/Limited Use*: The use of facilities and areas by agencies, as provided under the provisions of Article II, paragraph 4(a) and/or 4(b) of the SOFA. Joint use and limited use provided under the SOFA require Joint Committee approval.

2.4. *Article II 1(a) Exclusive Use*: Use of facilities and areas under provisions of Article II, paragraph 1(a) of SOFA.

2.5. *Article II 4(a) Joint Use*: Use of facilities and areas under provisions of Article II, paragraph 4(a) of SOFA.

2.5.1 *Japanese Organization Access*: Access to USFJ Facilities and Areas by Japanese organizations in accordance with MEMO 4003 dated 28 July 1999, reference 1.22.

2.6. *Article II 4(b) Limited Use*: Use of facilities and areas under provisions of Article II, paragraph 4(b) of SOFA.

2.7. *Easements*: Any burden for a specific, limited purpose placed on either land or facilities by individuals or agencies as provided under the pertinent articles of the SOFA. Joint Committee approval is required.

2.8. *Outgrant*: The use of facilities or areas by individuals or agencies as provided under the provisions of Article III of the SOFA .

2.9. *Access or Movement*: The provided use of ports, airports, public roads, railroads, or thoroughfares for the landing and/or movement to, from, and between facilities and areas.

2.10. *Service Representatives*: The service commander of the Army, Navy, Marine Corps, and Air Force in Japan or their designated representatives.

2.11. *Facilities Subcommittee United States (FSUS)*: A Facilities Subcommittee memorandum generated by the United States.

2.12. *Facilities Subcommittee Japanese Government (FSJG)*: A Facilities Subcommittee memorandum generated by the Government of Japan.

2.13. *MEMO*: A Facilities Subcommittee (FSC) recommendation to the JC for resolution of a specific facility and area issue. Upon approval by the JC, it becomes a binding intergovernmental agreement.

## Chapter 3

### GENERAL

3.1. *Introduction:* This instruction is intended to provide unified guidance and control for the acquisition, use and disposal of real estate in Japan and does not replace or supersede any existing legal authority for the acquisition, use and disposal of this real estate.

3.2. *Discussion:* The SOFA established the Joint Committee (JC) as the forum for consultation between USG and GOJ. The JC serves as the means for consultation regarding the implementation of the SOFA and to determine facilities and areas in Japan which are required for use by USG in conformance with the intent of the Treaty of Mutual Cooperation and Security. The Facilities Subcommittee (FSC) was established by the JC on 3 November 1953. Its purpose is to make recommendations to the JC concerning use, acquisition and release of facilities and areas. The FSC functions under the provisions of JC agreements and in accordance with established precedents as outlined herein. The FSC is comprised of representatives of all services and can proceed on actions without awaiting referral from the JC (reference 1.14). Principal matters handled by the FSC include the following:

3.2.1. Requests for acquisition of and additions to facilities and areas;

3.2.2. Requests for interim use, easements, rights-of-way and entry rights into areas which have not been provided as facilities and areas;

3.2.3. Proposals to name or change the official name of facilities and areas;

3.2.4. The conditions for use of facilities and areas;

3.2.5. Requests and proposals for total/partial releases, consolidations, adjustments, and joint use of facilities and areas;

3.2.6. Intentions to release or partially release facilities and areas;

3.2.7. Coordination of construction on and maintenance of facilities and areas, which may have adverse effects in relation to Japanese public safety or to the integrity of public or private property outside these facilities and areas;

3.2.8. Negotiations pursuant to preceding items (3.2.1 - 3.2.7).

3.3. *Coordination:* All real estate matters which could affect the acquisition, use, release, and disposal of facilities and areas by USFJ, will be coordinated with the services. Such coordination includes the screening of all facilities, areas, or portions thereof, intended for release. Prior to each FSC meeting, a meeting of service representatives will be convened by the U.S. Chairman of the FSC, or his representative, to ensure that all matters to be presented to the FSC have been properly coordinated (references 1.2 and 1.13.)

3.4. *Service Responsibilities:* Service representatives (commanders or their designated representatives) are charged with various responsibilities for real estate by their individual departments, the DoD, USCINCPAC, or the JCS (references 1.5 and 1.6). Each service representative must maintain a positive liaison with applicable Japanese Defense Facilities Administration Bureaus and local government officials. The responsibility for conducting negotiations with GOJ on real estate matters pertaining to releases, consolidations, acquisitions, relocations, or joint use of facilities and areas is specifically reserved for COMUSJAPAN and is exercised through the JC structure. Discussions with Japanese representatives at any level which could jeopardize the negotiating position of USG will not be conducted.

### 3.5. *Public Statements:*

3.5.1. To avoid misunderstanding through press releases, public statements, or discussions conducted outside of official negotiating channels, full consideration must be given to USG position and the potential consequences to overall USFJ interests.

3.5.2. Service representatives will advise any petitioner seeking the total or partial release or joint use of US facilities and areas to submit the request through the Defense Facilities Administration Agency (DFAA) channels (reference 1.12).

3.5.3. Except where prior approval of the JC has been granted, statements will not be made to anyone seeking total release, partial release, or joint use of facilities and areas which may indicate or imply that approval or non-approval may be expected.

3.5.4. All documents pertaining to actions of the FSC are considered to be official documents of both USG and GOJ. These documents may be released only with mutual consent of both governments through the JC. Accordingly, FSC documents will be afforded appropriate protection to avoid embarrassment to either USG or GOJ.

3.6. *Legal Review:* Any agreement relating to real estate management in Japan between any USFJ element, at any level, and any representative of a foreign government is potentially an international agreement, as that term is defined in reference 1.15. Therefore, any command within USFJ wishing to enter into any such agreement shall submit the proposed agreement to the appropriate Staff Judge Advocate or legal advisor for review and concurrence prior to initiation of negotiations. This review will determine whether:

3.6.1. The proposed agreement is an international agreement.

3.6.2. The authority to negotiate and conclude the agreement exists.

3.6.3. The proposed agreement is consistent with U.S. law, regulations and policies.

3.6.4. The text of the agreement is legally sufficient to accomplish the desired objective.

## Chapter 4

### PRINCIPLES

4. The following principles are provided for use in the implementation of instructions and policies pertaining to USFJ facilities and areas:
  - 4.1. The United States is granted, under Article VI of the Treaty of Mutual Cooperation and Security, the use of facilities and areas in Japan. Agreements as to specific facilities and areas shall be established by USG and GOJ through the JC.
  - 4.2. If USG had use of real estate at the time of expiration of the administrative agreement under Article III of the Security Treaty, then the real estate's status as a facility and area has been established by Article II, paragraph 1(b) of the SOFA. The status of the real estate in use by USG in Okinawa at the time of the Okinawa Reversion as facilities and areas has been established by Articles II and III of the Agreement between Japan and the United States of America concerning the Ryukyu Islands and the Daito Islands (reference 1.7).
  - 4.3. Concessions in the use of facilities and areas will not be made purely on the grounds of improving local relations or preventing escalation to political levels of denial of a request for use. The use of temporary or repeated actions of accommodation or convenience erodes the intent of established agreements, and must be avoided. The granting of joint use of facilities and areas must be done in accordance with the SOFA.
  - 4.4. Initiative shall be taken to implement measures designed to make USFJ use of facilities and areas palatable to the Japanese people (reference 1.9). The commanders should:
    - 4.4.1. Exercise, as practicable, vital rights (including those related to contingency requirements) with sufficient frequency to avoid any implication of abandonment.
    - 4.4.2. Eliminate or restrict operations, consistent with mission requirements (current and contingent), when they will interfere with the customs of the local inhabitants.
    - 4.4.3. Eliminate, when possible, irritations such as jet engine testing at unusual hours of the night. If operationally and economically feasible, relocate the offending operations to reduce local nuisance.
    - 4.4.4. Keep facilities and areas in an acceptable state of repair and maintenance to evidence use. This includes maintaining proper signs indicating the nature of certain areas, warnings for personal safety, and prohibition of entry.
  - 4.5. Encroachments, however minor, will be either eliminated or formalized as joint uses. The commanders should:
    - 4.5.1. Exercise surveillance and control the use of facilities and areas as required to assure that USFJ rights are not eroded through uncontested violation;
    - 4.5.2. Report promptly through established channels to USFJ any situation, action or indication of local attitudes which may tend to reduce USFJ rights or freedom of use.
  - 4.6. Solutions to problems involving facilities or areas which are not specifically authorized for correction by service representatives will be promptly sought through JC channels.
  - 4.7. Involvement in political or controversial situations with private individuals or local or GOJ officials who seek release or modification of use of facilities and areas will be avoided.

4.8. Originators of non-USFJ requests or appeals for release or use of facilities and areas will be requested to pursue their interests through official GOJ channels (reference 1.12).

4.9. Request for new facilities and areas, or additions to existing facilities and areas will be initiated by service representatives under Article II, paragraph 2 of the SOFA. Requests must be factually substantiated as mission essential. Mission essential rights include those required to protect existing facilities from encroachment which would hamper operations, safety, or maintenance.

## Chapter 5

### USE OF FACILITIES AND AREAS

#### 5.1. By USFJ:

5.1.1. *General:* Use of facilities and areas will be in accordance with the SOFA and Joint Committee agreements. As stated in Article IV, paragraph 1 of the SOFA, the United States is under no obligation to GOJ to restore facilities or areas to original condition upon release of USFJ facilities and areas. Property furnished by GOJ will be accounted for and maintained as provided in applicable service regulations and will reflect responsible stewardship and regard for the environment

5.1.2. *Limited Use under Article II, paragraph 4(b) of the SOFA:* United States Forces in Japan may require facilities and/or areas from GOJ for limited periods of time. Respective service representatives may submit requests for Article II 4(b) limited use to the FSC (HQ USFJ/J4) for consideration.

5.1.2.1. *Approval of Article II 4(b) Limited Use:* The JC is the approval authority for all limited use agreements.

5.1.2.2. *Implementation of JC Approved Article II 4(b) Limited Use:* Within the scope and intent of the JC approved MEMO, a detailed limited use implementing agreement shall promptly be prepared and executed between the local USFJ representative and the limited use provider (GOJ representative). The implementing agreement shall specify the conditions of use, cost sharing arrangements, and any other stipulations as determined by the responsible service and the appropriate GOJ agency. Copies of the implementing agreements will be promptly forwarded to HQ USFJ as specified in reference 1.15, and service regulations, as appropriate.

5.1.2.3. *Modification of Article II 4(b) Limited Use Implementing Agreements:* Modifications to limited use implementing agreements may be accomplished by addenda when such modifications are within the scope and intent of the JC approved document. If modifications are not within the scope or intent of the JC-approved document, a new JC action must be initiated.

5.1.2.4. *Termination of Article II 4(b) Limited Use:* Duration of use will normally be specified in the original Joint Committee approved document.

5.1.2.5. *Legal Status:* Legal status of agreements, modifications, terminations, changes in conditions, or implementing arrangements must be reviewed by the appropriate Staff Judge Advocate prior to initiation of negotiations with any GOJ representative. See paragraph 3.6. Those determined to be international agreements must be reported per reference 1.15.

5.1.3. *Area Modification:* Modification of facilities and areas under the control of the U.S., such as dismantling or relocating Japanese buildings, structures, trees, while within the rights of USFJ, should be limited to the minimum extent necessary for effective use. Special care should be taken in the exercise of these rights as pertains to archeological, historical or religious buildings and structures, ancient trees, tombs or grave sites, or items known to be non-USG property (reference 1.17). Advance notification to GOJ of area modifications may be desirable in certain instances. Actions to correct real estate records must be taken in all cases involving accountable items.

5.1.4. *United States Funded Improvements:* These may be made or removed subject to the provisions of paragraph 10.2. However, in accordance with Article IV, paragraphs 2 and 3 of the SOFA, USG-funded improvements not removed prior to release of a facility and area become the property of GOJ without reimbursement, unless special arrangements to the contrary have been made with GOJ.

5.1.5. *Multi-service Use:* Use of a facility and area by more than one service will be arranged through mutual agreement among the services concerned. Normally the major holding service will retain real estate responsibility and accountability. (See reference 1.16 for use of training areas).

5.1.6. *Encroachments into Facilities and Areas:* Under the provisions of the SOFA, USFJ may take all measures necessary for the establishment, operation, safeguarding, and control of facilities and areas. Under Japanese law, squatters who occupy property unchallenged for a certain time acquire legal rights; therefore, encroachments should be dealt with promptly. Generally, local coordination with the appropriate Defense Facilities Administration Bureau (DFAB) or Defense Facilities Administration Office (DFAO) will be effected as a first measure. USFJ obligations concerning posting of signs or markers are contained in Enclosure 38 of the 74th JC meeting minutes, dated 22 October 1953. Requests for GOJ action to stop encroachment or to remove property, material, or impediments of encroachers should be promptly and effectively made in writing. Forcible eviction of encroachers and/or their property should normally be left to Japanese police and resorted to only in emergencies and after careful consideration of all other possibilities and consultation between HQ USFJ and GOJ.

5.2. *By Other Than USFJ:* Facilities and areas are furnished by GOJ for use by USFJ under Article VI of the Treaty of Mutual Cooperation and Security. Under the provisions of the SOFA and the agreement regarding the status of the United Nations Forces in Japan (UNSOFA), other users are covered as follows:

5.2.1. *Use by United Nations (UN) Forces*

5.2.1.1. The following USFJ facilities and areas have been approved for use by UN Forces through Joint Board actions with GOJ in accordance with Article V, paragraph 2 of the UNSOFA (reference 1.1.):

FAC 3013 - Yokota Air Base

FAC 3079 - Camp Zama

FAC 3099 - US Fleet Activities, Yokosuka

FAC 5029 - US Fleet Activities, Sasebo

FAC 6037 - Kadena Air Base

FAC 6048 - White Beach Area

FAC 6051 - Futenma Air Station

5.2.1.2. In compliance with Articles III and IV of the UNSOFA, the United Nations Command (UNC) notifies the Joint Board and GOJ of entry and departure of UN personnel, ships and aircraft to the facilities and areas indicated above. Informational copies of notification are also forwarded to the American Embassy, Tokyo; UN Representative to the Joint Board, HQ UNC, Korea; and to the respective UNC Liaison Group in Japan. Prior to UNC approval of entry of UN ships and aircraft into Japan, the visit is coordinated by the Commander, UNC (Rear) and the appropriate installation commander. Commander, U.S. Forces, Japan (COMUSJAPAN), and the

service representative(s) are provided with information concerning the visit, including the facility name, purpose of visit, using UN Force, and the time period involved.

*5.2.2. Joint Use Under Article II, paragraph 4(a) of the SOFA:* USG may consider requests for joint use of facilities and areas made by GOJ to the extent that such joint use would not be harmful to, or interfere with, the purposes for which the facilities and areas are normally used by USFJ.

*5.2.2.1. Approval of Article II 4(a) Joint Use:* The Joint Committee is the approval authority for all joint use agreements implemented under this article of the SOFA.

*5.2.2.2. Requests:* Requests for joint use are submitted by GOJ to the FSC for consideration. Requests received by the services from any other source will be returned to the requester with advice that the proper channel for submission is through the DFAA.

*5.2.2.3. Processing Action:* Requests received by U.S. Chairman of the FSC are forwarded to the responsible service representative for preparation of a recommended USFJ reply. Reasonable attempts will be made to satisfy GOJ requests. If necessary to decline a request entirely, an appropriate explanation for the denial should be provided to COMUSJAPAN. If the response to GOJ request is favorable, the FSC memorandum or JC MEMO should contain substantially the following: "The US Government (USG) concurs in the request contained in the reference memorandum, subject to the following conditions:". (A list of conditions should follow).

*5.2.2.4. Liability Arising from or Incident to Article II 4(a):*

*5.2.2.4.1. For GOJ:* By agreement contained in paragraph 5 of the 126th JC meeting minutes of 12 May 1966, the granting of joint use of a facility and area to GOJ will be made without the use of a clause providing for waiver of liability.

*5.2.2.4.2. For Invitees or Contractors of GOJ:* Occasions may arise where GOJ requests joint use of a facility or area for activities that would expand or extend the potential liability of USG. Although a waiver of liability will not be used for GOJ joint use, consideration should be given to seeking assurance that USG will be held harmless from liability arising from or incident to the activities of GOJ invitees or contractors. An example of such a joint use would be one that contemplated construction activity by a private contractor on behalf of GOJ. Each request must be evaluated to determine if the contemplated use warrants action by USFJ to limit USG liability. When required, include the following provision in the JC agreement which permits the joint use:

"Contractors who may be on said premises at the invitation of GOJ and not USG shall be held liable for any injuries or damages to persons or property which may arise from or be incident to the contractor's activities. The contractors shall reimburse USG or third parties for any such injury or damage. The foregoing does not affect and shall not be interpreted as affecting in any way relevant provisions of Article XVIII of the SOFA".

*5.2.2.4.3. All Others:* USFJ should not expand or extend potential USG liability when considering requests for joint use. USFJ, in agreeing to such joint use, must insist that USG be held harmless from any and all claims against USG which may arise from or be incident to the joint use. This is accomplished by including in the Joint Committee agreement permitting the joint use, the following hold harmless provision:

"The user and not USG shall be held liable for any injuries or damages to persons or property which may arise from or be incident to the user's activities, and the user shall reimburse USG or third parties for any such injury or damage. The foregoing does not affect and shall not be interpreted as affecting in any way relevant provisions of Article XVIII of the SOFA."

5.2.2.5. *Restoration Incident to Article II 4(a) Joint Use:* Frequently, Joint Committee agreements for the joint use of facilities and areas permit construction within the joint use area by the joint user. Upon termination of the joint use, for whatever reason, the disposition of the construction may be subject to dispute. USFJ has the right to require restoration of the area and removal of all construction. However, there may be cases where it is advantageous to both the joint user and the USFJ not to dispose of the construction. In such cases, GOJ may formally provide the construction as part of the facility and area. To provide for the possibility of either alternative upon termination of joint use, the following provision will be included in the JC agreement permitting such joint use:

"In the event of termination of joint use prior to final release of the facility and area to the Government of Japan, any new construction provided by the user will be removed and the premises restored by the user to the extent directed by the USFJ representative. The user may remove said construction at any time prior to the termination, and agrees in such cases to restore the premises to the extent directed by the USFJ representative. USG and GOJ will make consultations, after such joint use is terminated, in accordance with Article II of the SOFA, in the event that USG requests that GOJ provide such construction that is not so directed for removal and restoration, as facilities and areas."

5.2.2.6. *Implementation of Article II 4(a) Joint Use:* Within the scope of the JC approval, a detailed joint use agreement is normally executed between the user (usually a Japan Defense Agency Component) and the appropriate service representative. The joint use agreement covers the details of conditions of use, cost sharing arrangements and other items as determined necessary by the responsible service representative. Communications with the Japan Self Defense Forces are to be in accordance with paragraph 6 of USFJINST 51-2 (reference 1.15) regarding the liability/indemnification provisions. Attachment 1 is a format to be used as a guide in the preparation of implementing agreements. The format may be modified as required to satisfy the conditions of the JC agreement and service directives. Copies of service agreements will be distributed per reference 1.15. For clarification as to which agreements are international agreements, refer to references 1.4, 1.8 and 1.15

5.2.2.7. *Modification of Article II 4(a) Joint Use:* Modifications to joint use agreements may be made by addenda when, in the judgment of the concerned service representative, such modifications are within the scope or intent of the JC agreement. If modifications are not within the scope or intent of the JC agreement, a new JC action must be initiated.

5.2.2.8. *Termination of Article II 4(a) Joint Use:* Duration of use should normally be specified in the original Joint Committee agreement. Termination may be indicated by stating a specific terminal date, such as "for 3 years from the date of Joint Committee approval with extensions granted by COMUSJAPAN for additional periods, without referral to the Joint Committee," or without stating a specific terminal date, such as "termination at the option of COMUSJAPAN." Maximum flexibility should be retained. Therefore, grants "until final release of the facility and area" should be made only when circumstances so demand. Service representatives desiring to invoke the terms of a termination clause will do so in accordance with provisions of the JC agreement.

5.2.2.9. *Legal Status:* Agreements, modifications, terminations, changes in use conditions, are considered international agreements and will be reported/approved per USFJINST 51-2 (reference 1.15) and service regulations, as appropriate.

5.2.3. *Outgrants Under Article III of the SOFA*: Article III of the SOFA provides that, within the facilities and areas, the United States may take all measures necessary for their establishment, operation, safeguarding, and control. The use of facilities and areas is thus permitted by any individual or agency with whom USFJ has established a legal relationship for the purposes indicated above. Many examples fall within the categories of establishment, operation, safeguard or control of a facility and area. The principal test of legality of any use of facilities and areas under the concept expressed in this subparagraph is whether the primary objective in approving the use is to further the accomplishment of measures taken by a commander to establish, operate, safeguard or control a facility and area. For the local commander to grant access under Article III, there must be some derived benefit to the USG other than political goodwill. It is essential to positively assure that the intent and purpose of Article III of the SOFA is preserved. Concessions to unhampered and unencumbered use of facilities and areas will not be made purely on grounds of improving local relations or preventing a problem from rising to political levels. Additionally, when commanders grant Article III access, the USG essentially becomes the sponsor of the event or activity and assumes liability. The intent of the SOFA procedures to implement this policy will be as follows:

5.2.3.1. *Each service Representative*: Establish internal controls that include a review of all outgrant agreements. Reviews will be aimed primarily toward determining propriety of uses and initiating corrective action when necessary. Service representatives will maintain necessary records on all agreements which are in force that, as a minimum, include a copy of the negotiated agreement.

5.2.3.2. *COMUSJAPAN*: Schedule periodic visits to service commands for the purpose of reviewing agreements and to provide assistance when requested.

5.2.4. *Landing Rights at USFJ Facilities and Areas*: Landing rights at USFJ airfields are issued in accordance with the SOFA, applicable JC agreements, and service directives. They include the following:

5.2.4.1. *SOFA Article III Outgrant for Landing Rights*:

5.2.4.1.1. *Emergency Landings*: Any aircraft may land at USFJ airfields upon declaring that an emergency exists. HQ USFJ will be notified immediately of any such use. See USFJINST 24-1 for guidance (reference 1.8).

5.2.4.1.2. *Other SOFA Article III Use*: The use by aircraft of USFJ airfields when such use meets the provisions of SOFA Article III (i.e. actually necessary for the establishment, operation, safeguarding and control of USFJ facilities and areas) may be approved by service representatives.

5.2.4.2. *SOFA Article II 4(a) Joint Use*: Use of USFJ airfields by aircraft of GOJ, Japanese nationals or local Japanese government entities not covered by Article III use above must be approved by the JC.

5.2.4.3. *Non-SOFA Use*: All other use of USFJ airfields not covered by the preceding must be approved by consent of both USG and GOJ through appropriate diplomatic channels.

5.2.5 *Japanese Organization Access (JOA) under MEMO 4003*: The GOJ can process requests initiated by Japanese organizations, hereafter petitioner, for access to USFJ facilities and areas under MEMO 4003 (reference 1.22). Requests for access under MEMO 4003 are normally for specific events for a limited period of time (E.G. Local festival) USG may approve these access requests provided the access would not be harmful to or interfere with the purposes for which the facilities and areas are normally used by USFJ. From the USG perspective, the JOA process is nearly identical to the Article II 4(a) joint use process as illustrated in Attachment 8.

5.2.5.1. *Approval of JOA requests*: Same as Article II 4(a) joint use, paragraph 5.2.2.1.

5.2.5.2. *Requests*: Same as Article II 4(a) joint use, paragraph 5.2.2.2, except that the GOJ request will reference MEMO 4003 as the authorization of the access request.

5.2.5.3. *Processing Action*: Same as Article II 4(a) joint use, paragraph 5.2.2.3. The FSUS format for the USG response to the JOA request is provided at Attachment 9.

5.2.5.4. *Liability Arising from or Incident to JOA*: USFJ should not expand or extend potential USG liability when considering JOA requests. USFJ, in agreeing to a JOA request, must insist that USG be held harmless from any and all claims against USG which may arise from or be incident to the access. This is accomplished by including in the JC agreement permitting the access, the following hold harmless provision:

"The petitioner, and not the USG, shall be held liable for any injuries or damages to persons or property which may arise from or be incident to the petitioner's activities. The petitioner shall reimburse the USG or third parties for any such injury or damage. The foregoing does not affect and shall not be interpreted as affecting in any way relevant provisions of Article XVIII of the Status of Forces Agreement. "

5.2.5.5. *Restoration Incident to JOA*: The petitioner, not the USG, shall be responsible for restoring the access area to its original condition. To ensure the restoration action, the following provision will be included in the JC agreement:

"The petitioner shall be completely responsible for ensuring that areas for which access is granted are cleared and returned to the satisfaction of the USFJ representative no later than 2400 hours on the last day of access."

5.2.5.6. *Implementation of JOA*: Within the scope of the JC agreement for the Japanese organization access, a detailed, local implementing agreement will be executed between the local USFJ representative, the local DFAB, and the Japanese organization's chairman or president. The implementing agreement covers the details of conditions of use, cost sharing arrangements and other items as determined necessary by the responsible service representative. Each implementing agreement should contain all paragraphs listed in the recommended format (Attachment 10). The recommended format may be modified as required to satisfy the conditions of the JC agreement and service directives. Copies of service agreements will be distributed per USFJINST 51-2 (reference 1.15). For clarification as to which agreements are international agreements, refer to USFJINST 51-2, USCINCPACINST S3020.2 series, and USCINCPACINST 5711.6 series (references 1.2, 1.3, and 1.15).

5.2.5.7. *Modification of JOA*: Same as Article II 4(a) joint use, paragraph 5.2.2.7.

5.2.5.8. *Termination of JOA*: Duration of use should normally be specified in the original JC agreement. Termination may be indicated by stating a specific terminal date, such as "for 30 days from the date of Joint Committee approval with extensions granted by COMUSJAPAN for additional periods, without referral to the Joint Committee," or without stating a specific terminal date, such as "termination at the option of COMUSJAPAN." Maximum flexibility should be retained. Open-ended JOA grants such as "until final release of the facility and area" are not authorized. Service representatives desiring to invoke the terms of a termination clause will do so in accordance with provisions of the JC agreement.

5.2.5.9. *Extension of JOA*: Subsequent periods of access by the same Japanese Organization for the same event at the same facility, if requested by GOJ, may be granted by USFJ/J4 without referral to the Joint Committee.

5.2.5.10. *Legal Status*: Same as Article II 4(a) joint use, paragraph 5.2.2.9.

5.2.6. *Limited Humanitarian Access (LHA) MEMO 4199:* The local GOJ representative can process requests initiated by Japanese organizations operating emergency vehicles, hereafter referred to as the Petitioner, for access to USFJ facilities and areas under MEMO 4199, reference 1.23. Requests for access under MEMO 4199 are Japanese organizations who operate emergency response vehicles and the USG has agreed in principle to allow non-SOFA related transit through USFJ facilities and areas if the emergency is a critical humanitarian case, involving imminent loss of human life, limb or undue suffering. MEMO 4199 does not address Japanese support to a US emergency on base. Such support is provided under the auspices of SOFA Article III and is covered by separate mutual aid and disaster relief agreements. The Petitioner will apply for access through a two-stage process. First, they will submit a proposed Local Implementing Agreement (LIA). GOJ will screen the Petitioner's access request for compliance with MEMO 4199 and then submit it to the local installation commander, or designated representative. The commander or representative may approve the access request, if they feel it is acceptable and the access would not be harmful to or interfere with USFJ operations, by concluding an LIA with the Petitioner. GOJ (local DFAB or Okinawa Liaison Office of MOFA) will participate as an intermediary between the Petitioner and USG throughout the access process to include negotiations and conclusion/revisions of LIAs. The LIA must be in the format of Appendix 11. As stated in LIA paragraph 10, local installations may set local procedures or restrictions that supplement, but not conflict with, the provisions in the sample LIA. The second stage in the access process is a request for access in each emergency incident using the procedures set out in LIA paragraph 10.

5.2.6.1. *Approval of LHA requests:* The local installation commander or designated representative may approve the limited humanitarian access request by concluding a local implementing agreement with the Petitioner, referencing MEMO 4199. MEMO 4199, paragraph 2a., states that USFJ operations will still have first priority and that USG retains the right to deny access to any user, deny any specific request for access (subsequent emergency response event), or to terminate any access event even after access was granted. This, in effect, also allows the USG to terminate the local implementing agreement altogether.

5.2.6.2. *Requests/Processing:* The Petitioner submits initial request, for support of future emergency response operations, to the local GOJ representative, DFAB or Okinawa Liaison Office of MOFA. GOJ will screen the Petitioner's request then submit it to the local installation commander, or designated representative for consideration.

5.2.6.3. *Implementation of LHA:* If approved by the local installation commander/representative, a detailed local implementing agreement will be concluded between the local USG representative and an appropriate representative of the Petitioner in accordance with Joint Committee MEMO 4199 (format at attachment 11). The implementing agreement must cover the details of conditions of use, liability provisions,

coordination procedures for subsequent access events, and other items as determined necessary by the responsible service representative and the base representative granting the access. Each implementing agreement must contain all paragraphs listed in the format, attachment 11, and may not be modified (except as provided below) absent prior written authorization by USFJ/J4. The place marker for additional provisions is paragraph 10 of the format (example potential topics are listed). Of particular importance is detailing installation specific procedures for approval, coordination, identification, and control during each emergency response event, which can be included in paragraph 4 or added as paragraph 10. Bases should consider who the Petitioner should call, what information is required (approved response to human emergency, origin/destination for quickest route, vehicle specifics and ETA), identification and entry at the gate, and if they will/may provide escort or direct Petitioners to follow a set route detailed on the map/plot plan. Thought should be given to whether familiarization training events for the Petitioner will be allowed or needed. Providing an escort or having a set route may eliminate the need for training, or limit the frequency to annually or as needed as determined or approved by a base POC. Copies of implementation agreements will be distributed according to service directives, and a copy provided to USFJ/J42F.

5.2.6.4. *Liability Arising from or Incident to LHA:* Petitioner will be held liable for injuries or damages incident to the request for access except for damages attributed to willful\* or wanton (intentional) misconduct by the USG. This is accomplished by paragraph 2h of MEMO 4199, and paragraphs 7, 8-1, and 8-2 in the local implementing agreement. \*Note: Only willful misconduct is excluded for aircraft accessing our airfields in accordance with the standard civil use of military airfield hold harmless agreement.

5.2.6.5. *Additional Access Considerations:* It is possible that emergency response vehicles may be accompanied or followed by family member's vehicles and media vehicles/helicopters. Per the definition, these vehicles are not emergency vehicles since they do not directly perform the humanitarian mission, so should not be granted access.

5.2.6.6. *Modification of Local Agreement:* Modifications (within the scope of the limitations set out in 5.2.6.3.) may be made by addenda to the local implementing agreement when, in the judgment of the concerned installation commander or representative, such modifications are within the scope or intent of the agreement. If modifications are not within the scope or intent, for example a different organization or type of emergency service, a new local implementing agreement should be initiated.

5.2.6.7. *Termination/Renewal of Local Agreement:* Duration of the LIA must be specified in the local implementing agreement. Termination may be indicated by stating a specific terminal date as mentioned in the format, or a time length such as "for 3 years from the date of signing this agreement". Renewal is at the discretion of the local installation commander. The periodic renewal is a good opportunity to review the agreement, discuss Petitioners previous uses, and incorporate any edits to the agreement. Open-ended local agreements such as "until final release of the facility and area" **are not authorized**. A termination clause due to noncompliance by Petitioner is provided in paragraph 11 of the local agreement format, attachment 11.

## Chapter 6

### REQUESTS FOR PROPERTY RIGHTS

6. The following procedure is used to request expansion of an existing facility and area; acquisition of a new facility and area; authority to use a GOJ facility; a change in the conditions for use of a facility and area; a permit to enter an area not provided for the use of USFJ (for surveys or other purposes); or an easement/right-of-way to protect an existing facility and area:

6.1. The responsible service representative will submit a request to HQ USFJ/J4 in the form of a proposed memorandum for FSC approval. The request must contain reasonable justification to validate the requirement to GOJ for the appropriate budgetary and other necessary action.

6.2. HQ USFJ/J4 will submit the formal request to GOJ through the FSC.

6.3. HQ USFJ/J4 will advise the requesting service representative of the approval or disapproval by the JC.

6.4. The service representative will deal directly, to the extent provided in the approved JC agreement, with the local DFAB to implement an approved action.

6.5. *Movement or Access:* Under Article V of the SOFA and the agreed minutes to the SOFA, USG is granted access to ports and airports in Japan and the right of movement to and between facilities and areas; therefore, additional JC agreements for such access and movement are neither required nor desired. If access to or movement on property which is not part of a facility and area, a public thoroughfare, a port, or an airport is required for survey or other purposes, a request must be submitted to the FSC to acquire the right desired.

## Chapter 7

### RETURN FOR DISPOSAL OF FACILITIES AND AREAS

7. It is Department of Defense policy to keep real estate holdings in foreign countries to the minimum necessary to accomplish the assigned missions (reference 1.10). Similarly, the SOFA requires USFJ to release facilities and areas which are no longer required. It is, however, imperative that the present and future requirements of all services be fully considered before any land, including relocation action, is processed for release. Service representatives are encouraged to keep HQ USFJ/J4 informed of deficiencies in current requirements and future known or potential needs. A facility and area may be released completely or partially and with or without conditions. If the release action has received JC approval, the local level documentation will contain only those conditions which have been approved. For clarification, such documentation may also stipulate the retention of specified easements, access, or other rights by USG. In accordance with Article IV of the SOFA, when facilities and areas are to be released, they need not be restored to its original condition by the USG. The following actions will be taken for USFJ-initiated release actions:

7.1. The service representative will initiate, per service procedures (with information copies to HQ USFJ/J4), coordination with other services to determine possible requirements or objections.

7.1.1. If the facility and area, or a part thereof, is determined to be required by another service, direct transfer is authorized between the service representatives involved. The transferring (losing) service will notify HQ USFJ of such transfers.

7.1.2. Conflicting unresolved requirements revealed during coordination will be forwarded with complete background data to HQ USFJ/J4.

7.1.3. When coordination is completed and a surplus of land is determined, the service representative will recommend that HQ USFJ/J4 initiate the release action. Such recommendation will contain:

7.1.3.1. A brief description and map of the facility and area (or portion thereof) including location and acreage.

7.1.3.2. A statement that the total or partial release has been screened for possible utilization by other services.

7.1.3.3. A proposed memorandum to the FSC, in draft format, of intention to release, generally as indicated in Attachment 2. Any conditions and/or relocation construction requirements including minor needs, such as boundary fence relocation, should be clearly identified unless previously included in a JC-approved document. (Paragraph 8 and Attachment 5).

7.2. Upon receipt of the service's recommendation for release, HQ USFJ/J4 (for COMUSJAPAN) will request approval to negotiate with GOJ through USCINCPAC to the Office of the Secretary of Defense (OSD). Once authority is received from USCINCPAC, HQ USFJ/J4 will notify GOJ of the intent to release through a memorandum to the FSC (reference 1.19). After the memorandum is passed at the FSC, HQ USFJ/J4 will notify OSD through USCINCPAC. The cognizant service will then complete action to release the property as addressed in paragraph 7.4 of this policy letter. No release action will be initiated or discussed with GOJ at any level by the services until the "Intention to Release" has been passed at the FSC by HQ USFJ/J4.

7.3. No local public announcement or discussion of release or intended release will be made until GOJ has been notified and COMUSJAPAN has cleared such announcement for release. At times, GOJ may request that no local announcement be made at all. However, it is the normal policy of public affairs for USFJ to confirm the release of facilities or areas, if asked.

7.4. To effect a land release after submittal of "Intention to Release" (Attachment 2) to the FSC, or to effect a release not involving land, the service representative should take actions to include the following:

7.4.1. Notify the local DFAB in writing of the pending release. The notification should include a provision terminating USFJ responsibility for safeguarding and accountability of the property. Notification will be accompanied by USFJ Form 425EJ (Attachment 3) and the date in Block 3 will not be later than the 40-day period specified by FSUS-133-1848-L dated 13 January 1958 (reference 1.19), or another such mutually agreed date as specified in the JC agreement. Without any further action and in the absence of any other agreed date, USFJ accountability will terminate upon the date in Block 3. DFAB receipt for the property is not a pre-condition to terminate USFJ accountability.

7.4.2. Submit to HQ USFJ/J4 within 30 calendar days after the date of termination for accountability has passed, a draft proposed memorandum in the format of Attachment 4 to announce the release.

7.4.3. Submit one copy of USFJ Form 425EJ or a letter of notification to HQ USFJ/J4 immediately after the termination of accountability. The letter of notification will include the following real estate data: total land acreage, total building square footage by ownership (USG or GOJ), miscellaneous improvements. The letter of notification/Form 425EJ will include any unusual circumstances involving the release action. (Local reproduction of Form 425EJ is authorized).

## Chapter 8

### RELOCATION PROGRAMS

8. It is USFJ policy to consider all reasonable requests from GOJ for release of U.S. facilities and areas provided the facilities are not needed, or provided that GOJ will either relocate the facilities or provide suitable replacements at no cost to USG.

8.1. Service representatives will evaluate requests for release of facilities and make recommendations to HQ USFJ/J4. The recommendation shall include the scope and location of any replacement facilities needed to accommodate the requested release. Replacement facilities will be requested only if a valid requirement exists. It is the service representatives' responsibility to ensure that the scope of their facility requirements are within the prescribed allowances of the DoD and the service facility criteria. The requisite service authority must be obtained prior to forwarding the recommended scope to HQ USFJ.

8.2. Attachment 5 contains a sample format for responses to GOJ requests for release of facilities which will necessitate relocation construction.

8.3. Specific guidance regarding implementation of relocation programs are contained in reference 1.10.

## Chapter 9

### DOCUMENTATION

9.1. Proceedings of the FSC meetings are recorded in English by the U.S. Secretariat to the FSC and published as the official minutes after approval by both FSC Chairmen. HQ USFJ/J4 forwards copies to the service representatives. Agreements reached in the FSC are referred to the JC for approval. FSC agreements constitute recommendations until they are approved by the Joint Committee, at which time they become binding intergovernmental agreements. If the FSC is unable to reach an agreement on a matter, it refers that matter to the JC. USG position in FSC negotiations is established by COMUSJAPAN under the authority contained in reference 1.2. Due consideration is given to comments and recommendations of the service representatives.

9.2. Written memoranda are transmitted from GOJ to USG, or vice versa, at the scheduled FSC meetings. Copies of memoranda transmitted by the U.S. Chairman are furnished to the service representatives for information and record purposes. Copies of memoranda received from the Japanese Chairman are forwarded to the appropriate service representative(s) for coordination and preparation of a draft proposed reply for HQ USFJ or other actions, as appropriate. When documents are received from GOJ between meetings, they are normally referred promptly to the service representative concerned for action without awaiting the next FSC meeting. Service representatives to the FSC shall consult with each other to establish coordination in matters that concern more than one service. Service representatives desiring to initiate FSC actions will submit proposed FSUS (Attachment 6) or MEMO (Attachment 7) in the draft format to HQ USFJ/J4, as appropriate. The MEMO will be used to state USG agreement with a GOJ proposal.

9.3. Memoranda concerning matters of interest to other service representatives will be coordinated with the other services prior to submission to HQ USFJ. Information copies of coordinating documents or a summary of coordination accomplished, and any relevant comments, will be forwarded to HQ USFJ/J4. The service holding responsibility for a facility and area or training area upon which another service is tenant or user will have the responsibility for submitting the draft memoranda, appropriately coordinated, for all requirements concerning such areas. Letters forwarding these documents will indicate the results of this coordination. Tenants or users having requirements will make them known to the responsible service for submission.

9.4. To the extent permitted by USG interest and security requirements, proposed memoranda will contain complete justification for USFJ requests and complete answers to GOJ questions. Any questions which may have been or can be expected to be asked about USG position, but which for some reason cannot be included in proposed memoranda, should be furnished to HQ USFJ/J4 in the letter forwarding the memoranda. One copy of the proposed memoranda and one copy of any enclosures will be forwarded with each proposed memorandum.

9.5. There is an existing understanding between USG and GOJ (references 1.18 and 1.20) whereby each side has agreed to reply to memoranda submitted by the other side within six months. Proposed memoranda prepared by the service representatives in reply to memoranda from GOJ will be submitted to HQ USFJ/J4 as soon as possible. Interim replies or a status report should be furnished in the event a delay is contemplated.

9.6. The U.S. Chairman may from time to time request information on the status of GOJ study or action on USG proposals which are either long outstanding or of an urgent nature. Service representatives who desire that such subjects be raised at FSC meetings will inform the HQ USFJ/J4 action officer or the U.S. Secretary to the FSC as early as possible prior to the FSC meeting.

9.7. If service requirements change after submission of a memorandum to the FSC, service representatives will promptly forward a proposed draft FSUS to withdraw or modify the request.

## Chapter 10

### REPORTS

10.1. *Annual Real Estate Report.* To provide information summarizing the status of USFJ real estate holdings for use in planning and policy formulation.

10.1.1. Service representatives will prepare recurring annual reports as of 31 March and submit them to HQ USFJ/J42F, not later than 30 April of each year.

10.1.2. Reports will be in columnar format and will indicate the following:

10.1.2.1. Facility number.

10.1.2.2. Name and Location of Installation. The Joint Committee-approved name of the facility will be given and the location by town, prefecture, island or coordinates, if a separate water area.

10.1.2.3. Present major use(s) or function(s). Where more than one type of use is applicable, the primary use will be listed first.

10.1.2.4. Total land acreage under Article II 1(a), including easements. If water areas are included, the land and water areas will be listed as separate items.

10.1.2.5. Total land acreage under Article II 4(b).

10.1.2.6. A two-line entry giving the total number of buildings and square footage of floor space.

10.1.2.7. Forecast of changes (Items not yet approved by the FSC):

10.1.2.7.1. Recorded Actions: Any major requirements for real estate or water areas which are being contemplated; forecast of release of facilities and areas (either total or partial); and requirements for easements rights whether for electronic, explosive, navigational, or maintenance protection. Multiple entries may appear for a single line item.

10.1.2.7.2. Area in acres: The size of the area to which the recorded action pertains. Water and land areas will be listed as separate entries, and specified as water or land.

10.1.2.7.3. Date: The date the action is expected to occur.

10.1.2.8. Remarks/Article II 4(a) Joint Use, MEMO 4003 JOA Use & Article III Outgrants:

10.1.2.8.1. Use this column to indicate any item needed to clarify the data contained in other columns.

10.1.2.8.2. Indicate all GOJ agencies, private parties, local governments, which have been granted joint use, JOA use and Article III Outgrants. Include the approximate acreage and/or square footage of buildings (where no land is involved) provided under the joint use agreement, as well as the JC MEMO number(s).

10.1.3. Service representatives will assure that this report includes information pertaining to their commands or other agencies (e.g., tenants and users) for which they are coordinators.

10.1.4. Significant changes to forecasts shall be reported by the submission of a supplemental report as soon after receipt of such information as is practicable, notwithstanding the due date of the annual report.

10.1.5. Service representatives reports will be integrated into a USFJ real estate holdings summary by HQ USFJ/J42F.

10.1.6. The report will be submitted using Reports Control Symbol: RCS: USJ-DJ-48.

10.1.7. Distribution of the integrated real estate holdings summary will be made to the services and USCINCPAC/J44.

10.2. *Coordination of Construction and Maintenance at USFJ Facilities and Areas.* To provide information to the GOJ summarizing USG-funded construction that may have a potential adverse effect in relation to Japanese public safety or to the integrity of public or private property outside USG facilities and areas in accordance with MEMO No. 486 (reference 1.21).

10.2.1. Service representatives will provide inputs to HQ USFJ/J42F not later than the following dates:

10.2.1.1. 1 December to cover the period 1 January through 31 March.

10.2.1.2. 1 March to cover the period 1 April through 30 June.

10.2.1.3. 1 June to cover the period 1 July through 30 September.

10.2.1.4. 1 September to cover the period from 1 October through 31 December.

10.2.2. Commanders will ensure the inclusion of tenant as well as host works of those facilities and areas for which they have coordinating responsibilities. Such projects include but not limited to:

10.2.2.1. Projects (works) involving change to topographical or geographical features (e.g. clearing, grading, paving, storm drainage, etc.)

10.2.2.2. Digging of wells and dredging which may cause water shortages or pollution to water systems in contiguous areas.

10.2.2.3. New construction or relocation of firing ranges within existing facilities and areas.

10.2.2.4. Additions or modifications to access roads which may affect traffic circulation.

10.2.2.5. Repair or replacement of antennas, etc., in non-exclusive use areas, such as antenna fields involving privately-owned property, or near boundaries where either displacement of the structure or radiated energy could affect the local populace.

10.2.3. If no USG-funded construction is projected, a negative report is required.

10.2.4. Reports will be in FSUS format and will indicate the following:

10.2.4.1. Name of Facility affected and FAC number.

10.2.4.2. Description of USG-funded work.

10.2.4.3. Purpose of USG-funded work.

10.2.4.4. Comments. To include if soil will be disturbed or to correct the dates of a previous report.

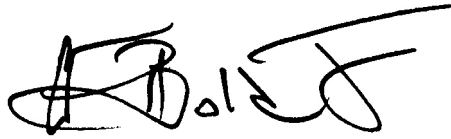
10.2.5. USFJ/J42F will consolidate the service inputs and submit the quarterly report as an FSUS to the FSC.

10.2.6. The report will be submitted using Reports Control Symbol: RCS: USJ-DJ-59.

**Chapter 11****FILES**

11. Service representatives will permanently maintain copies of acquisitions, transfers, active joint use, and release documents on all USFJ facilities and areas for which they are responsible or for which they were responsible at the time of final release to GOJ. Other facilities and areas files may be retired in accordance with service directives.

FOR THE COMMANDER:

A handwritten signature in black ink, appearing to read 'C. Bolden, Jr.', with a stylized flourish extending from the end.

CHARLES F. BOLDEN, JR.  
Major General, U.S. Marine Corps  
Deputy Commander

## ATTACHMENT 1

## FORMAT FOR LOCAL JOINT USE IMPLEMENTING AGREEMENTS

AGREEMENT CONCERNING JOINT USE BY (USER) OF USFJ FACILITIES AT

Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Japan, by and between the duly authorized representative of the U.S. Forces, Japan, hereinafter referred to as USFJ and the duly authorized representative of the (User), hereinafter referred to as USER as the respective signatures hereto appear.

## WITNESSETH:

WHEREAS, the Japanese Government granted to the USFJ, the use of certain facilities and areas under the provisions of Article II of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of American and Japan, Regarding Facilities and Areas and Status of United States Armed Forces in Japan, designated and known as:

FACILITY NUMBERFACILITY NAME

AND WHEREAS, the Japanese Government, by Memorandum (number), to the Facilities Subcommittee, dated (day) (month) (year), subject: \_\_\_\_\_, has requested joint use of the above facility(ies).

AND WHEREAS, the USFJ has agreed by MEMO No. (number), to the Joint Committee, dated (day) (month) (year), subject: \_\_\_\_\_, to the joint use of that portion of the above USFJ facility(ies) and/or area(s) hereinafter described and delineated.

NOW THEREFORE, in consideration of the agreement of the parties, joint use of (acreage/sq ft or sm) of the said USFJ facility(ies) and/or area(s), is hereby granted for use by the USER, as hereinafter set forth.

1. This agreement consists of and incorporates as though fully set forth herein all sequentially numbered addenda as may be required.
2. This agreement will continue in effect until terminated on (date) or (select appropriate phrases):
  - a. By USFJ release of the pertinent portion(s) of facility(ies) to the Japanese Government;
  - b. By mutual consent of the signatories hereto;
  - c. By either party upon 60 days written notice;
  - d. By USFJ for non-compliance by the USER with the terms of this agreement;
  - e. By USFJ for reason of military necessity declared by USFJ; or,
  - f. By expiration of this agreement (Specify date).
3. This agreement may be revised or amended as mutually agreed and within the scope and intent of the applicable Joint Committee agreement. Such amendment shall be prepared as an addendum, sequentially numbered and attached hereto and made a part hereof.

4. The facilities and areas which are furnished for joint use by the USER during the term of this agreement shall be delineated and shown upon the map(s) (with a building list) of said facility(ies) and area(s) and attached as sequentially numbered enclosures to Addendum No. 1 to this agreement. Facilities and areas covered by this agreement shall be properly maintained by the USER in not less than that condition in which the facilities were accepted by the USER.
5. Security measures exercised by the USER will be in accordance with the agreement between local representatives of the USFJ and the USER and attached, as sequentially numbered enclosures to Addendum No. 2 to this agreement. The security of facilities and areas furnished for the use of the USER will be provided by the USER starting from the first day of the USER occupancy.
6. The rules of conduct pertaining to fire prevention, fire protection, traffic regulations, health and sanitary regulations established by the USFJ representative, and conditions of use imposed by the Joint Committee will be complied with by the USER.
7. Reimbursement for services or material rendered at the request of the USER and not specifically covered herein, or in addenda attached hereto and made a part hereof, will be in accordance with existing policies applicable to the United States military services.
8. Initial erection or installation by the USER of buildings, structures, plants, ground facilities, utility systems or other real property built separately or apart from existing structures as well as alterations and additions, other than maintenance or repair (as provided in addenda attached hereto) of existing buildings, structures, plants, ground facilities, utilities systems or other real property, shall not be undertaken without prior coordination with and written consent of the local USFJ representative.
9. In the event of termination of the joint use prior to final release of the facility and area to the GOJ, any new construction provided by the user will be removed and the premises restored by the user to the extent directed by the USFJ representative. The user may remove said construction at any time prior to the termination, and agrees in such cases to restore the premises to the extent directed by the USFJ representative. USG and GOJ will make consultations, after such joint use is terminated, in accordance with Article II of the SOFA in the event that USG requests that GOJ provide construction, that is not so directed for removal and restoration as facilities and areas.
10. Agreements for joint use of telecommunications facilities will be made in accordance with the following:
  - a. Japan Self Defense Forces: Paragraph 6 of the 176th meeting minutes of the Joint Committee, 5 December 1957, and as amended by paragraph 9 of the 25th meeting minutes of the Joint Committee, 10 August 1961.
  - b. Others: as specified in Addendum No. 3 of this agreement.
11. When electricity, water (including hot water), steam, sewage disposal, and other services or support are provided by the USFJ to the USER from plants or processing systems operated by the USFJ, the USER shall be furnished such utilities and services on a reimbursable basis.
12. Metering devices, when used as a basis of payment for utilities or services, shall be furnished and installed by the USER, shall be subject to periodic joint tests for accuracy, and shall be repaired or replaced by USER upon written request of the utility supplier.
13. The USER shall reimburse the USFJ for utilities or services as determined and agreed upon for each facility and area. These procedures and rates, except for telecommunications, shall be attached as sequentially numbered enclosures to Addendum No. 4 to this agreement.

14. (The liability clause, as written in the referenced Joint Committee, will be inserted in this paragraph.)

15. The USER agrees to comply with the termination including the prompt settlement of all outstanding contractual and financial commitments.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day, month and year above written.

\_\_\_\_\_  
(USFJ Representative Title)

\_\_\_\_\_  
(USER Representative Title)

**ATTACHMENT 1**

ADDENDUM No. 1  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

This Addendum No. 1 is attached to and forms a part of an agreement, entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_ (city) \_\_\_\_\_, Japan.

In accordance with the provisions of Paragraph 4 of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan and of the USER, the portion(s) of \_\_\_\_\_ that are to be provided for use by the USER are as delineated on Enclosure 1 (and the ensuing sequentially numbered enclosures) attached hereto and made a part thereof.

**ATTACHMENT 1**

ENCLOSURE 1  
to  
ADDENDUM No. 1  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

(Map of the facility concerned marked to show that portion to which this agreement pertains. Building list, locations, acreage/square feet or meters, and descriptions, including portions of buildings may be made as additional enclosures as required).

**ATTACHMENT 1**

ADDENDUM No. 2  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

This Addendum No. 2 is attached to and forms a part of an agreement, entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, Japan.

In accordance with the provisions of paragraph 6 of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan, and of the USER, the USER agrees to exercise the security measures as listed on Enclosure 1 (and the ensuing sequentially numbered enclosures) attached hereto and made a part thereof.

**ATTACHMENT 1**

ENCLOSURE No. 1  
to  
ADDENDUM No. 2  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

1. USFJ instructions pertaining to security will be made available to the USER. All USER personnel will be made cognizant of and will adhere to said instructions. Recommendations for changes may be forwarded to the local USFJ representative for approval.
2. The USER may place into effect additional security measures provided such measures are approved by the local USFJ representatives.

**ATTACHMENT 1**

ADDENDUM No. 3  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

This Addendum No. 3 is attached to and forms a part of an agreement, entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, Japan.

In accordance with the provisions of paragraph \_\_\_\_ of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan and of the USER, the use by the USER of telecommunications services or fixed communications assets owned or controlled by the USFJ will be in accordance with the terms and conditions, including reimbursement, as set forth in Enclosure 1 (and the ensuing sequentially numbered enclosures) attached hereto and made a part thereof.

**ATTACHMENT 1**

ADDENDUM No. 4  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

This Addendum No. 4 is attached to and forms a part of an agreement, entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ city \_\_\_\_\_, Japan.

In accordance with the provisions of paragraph \_\_\_\_ (liability clause) of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan and of the USER, the use by the (User) of services, utilities, or fixed assets owned or controlled by the USFJ will be in accordance with the terms and conditions, including reimbursement, as set forth in Enclosure 1 (and the ensuing sequentially numbered enclosures) attached hereto and made a part thereof.

**ATTACHMENT 1**

ENCLOSURE No. 1  
to  
ADDENDUM No. 4  
to  
Agreement Concerning Joint  
Use of (User) of USFJ Facilities  
at  

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**ATTACHMENT 1**

ADDENDUM No. 5  
to  
Agreement Concerning Joint  
Use by (User) of USFJ Facilities  
at  
\_\_\_\_\_

This addendum No. 5 is attached to and forms a part of an agreement, entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, Japan in implementation of Joint Committee MEMO No. \_\_\_\_\_.

In accordance with the provisions of paragraph 3 of the said agreement, executed by the duly authorized representatives of the United States Forces, Japan and of the USER, the terms and conditions of the agreement are amended as set forth in Enclosure 1 (and the ensuing sequentially numbered enclosures) attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, Japan.

\_\_\_\_\_  
(USFJ Representative Title)

\_\_\_\_\_  
(USER Representative Title)

## ATTACHMENT 2

## FORMAT FOR INTENT TO RELEASE FSUS

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

**HEADQUARTERS**  
UNITED STATES FORCES, JAPAN  
APO AREA PACIFIC 96328-5068

FSUS (Number to be entered by HQ USFJ)

(DATE)

MEMORANDUM TO: The Facilities Subcommittee

SUBJECT: Intention to (Totally of Partially) Release (Facility Name), FAC (Number)

1. References: (If any, or the appropriate Article and subparagraph of the SOFA)
2. The United States Government announces its intention to initiate action to (totally or partially) release the following (on or about date/in the near future):

FAC (Number)      (Facility Name)

Location:

Description of release: (To include buildings/structure square footage, land acreage and other items as appropriate).

3. It is requested that the above information not be disclosed to the public until the actual release is accomplished, unless disclosure is coordinated in advance with United States Forces, Japan.

SIGNATURE BLOCK  
(Rank), (Branch of Service)  
United States Chairman  
Facilities Subcommittee

## ATTACHMENT 3

## USFJ Form 425EJ - RETURN OF REAL PROPERTY IN JAPAN

<b>RETURN OF REAL PROPERTY IN JAPAN</b> (HQ USFJ) POLICY LETTER 87-1) 在日不動産返還書		1. FACILITY NO. AND NAME 施設番号及名称 施設番号 施設名称		Page of Pages ページ の ページ	
2. RETURNING UNIT (NAME, APO & JAPANESE ADDRESS) 返還部隊(名称、APO、及住所)			3. LATEST RETURN DATE 返還月日		
			4. TYPE OF RETURN 返還の種類 <input type="checkbox"/> Partial 一部 <input type="checkbox"/> Total 全部		
5. ITEM NO. 項目番号	6. SPECIFIC DESCRIPTION OF ITEMS RETURNED 返還財産の明細	7. QTY RETURNED 返還数量	8. UNIT 単位	9. REMARKS 備考	
CONTINUE TO REVERSE 裏面へ続く					
10. DROPPED FROM THE USFJ PROPERTY RECORDS OF: 使用施設記録より抹消					
DATE 日付	ORGANIZATION 部隊名	TYPED NAME OF PROPERTY OFFICER 不動産担当官署名 (サイン)		SIGNATURE OF PROPERTY OFFICER 不動産担当官署名	
11. CORRECT AS TO ITEMS AND QUANTITY LISTED EXCEPT AS NOTED AND INITIALED. 付註箇所を除く上記財産及数量は正確であることを証明					
TYPED NAME AND GRADE 氏名階級 (サイン)			TYPED NAME AND TITLE 氏名官職 (サイン)		
SIGNATURE 署名			SIGNATURE 署名		
DATE 日付	ORGANIZATION 部隊名	DATE 日付	DEFENSE FACILITIES ADMINISTRATION BUREAU/OFFICE 防衛施設局		

RETURN OF REAL PROPERTY IN JAPAN (Cont) (HQ USAF) POLICY LETTER 87-1) 在日本動産返還書 (継続)		1. FACILITY NO. AND NAME 施設番号及名称		Page of Pages 1-1 1-1	
5. ITEM NO. 項目番号	6. SPECIFIC DESCRIPTION OF ITEMS RETURNED 返還財産の明細	7. QTY RETURNED 返還数量	8. UNIT 単位	9. REMARKS 備考	

## ATTACHMENT 4

## FORMAT FOR RELEASE ANNOUNCEMENT FSUS

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

**HEADQUARTERS**  
UNITED STATES FORCES, JAPAN  
APO AREA PACIFIC 96328-5068

FSUS (Number to be entered by HQ USFJ)

(DATE)

MEMORANDUM TO: The Facilities Subcommittee

SUBJECT: Announcement of (Partial or Total) Release of (Facility Name), FAC (Number)

## 1. References:

- a. Memorandum number, date of memorandum, subject.
- b. ....etc.

## 2. The United States Government announces that pursuant to (references) the real estate described below has been (totally or partially) released to the Government of Japan:

FAC (Number) (Facility Name)

Location:

Effective (date)

Land/building area comprising (number of acres)

(Other descriptions as appropriate)

SIGNATURE BLOCK  
(Rank), (Branch of Service)  
United States Chairman  
Facilities Subcommittee

## ATTACHMENT 5

## FORMAT FOR RELEASE REQUIRING RELOCATION FSUS

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

**HEADQUARTERS**  
UNITED STATES FORCES, JAPAN  
APO AREA PACIFIC 96328-5068

FSUS (Number to be entered by HQ USFJ)

(Date)

MEMORANDUM TO: The Facilities Subcommittee

SUBJECT: Release of (Facility Name), FAC (Number).

1. References:

- a. FSJG (number), (date), (subject).
- b. FSUS (number), (date), (subject).
- c. ....etc.

2. The United States Government (USG), in response to reference 1a, (and in accordance with reference 1b), hereby submits replacement construction requirements for the release of (Facility Name), FAC (No.).

3. USG agrees to (partially or totally) release \_\_\_\_\_ at (Facility Name), FAC (No.), when the Government of Japan (GOJ) provides without expense to USG the following replacement construction at (Facility Name), FAC (No.).

	<u>Facility Description</u>	<u>Scope</u>
a.	_____	_____
b.	_____	_____
c.	_____	_____
d.	_____	_____
e.	_____	_____

4. All replacement facilities will be constructed or installed at no cost to USG according to standards acceptable to USG, and must have complete utilities and service systems installed and operable before occupancy. Requirements outlined herein are necessarily general in nature and more specific details concerning design, construction, and siting of replacement facilities will be coordinated at the local level. USG reserves the right of final approval of all design plans, specifications, and site plans for the proposed construction or alteration. Construction, alteration, or repair work will be coordinated with and approved by the local USFJ representative as to functional requirements. The approval does not include technical adequacy which is the responsibility of GOJ. Facilities will include, but will not necessarily be limited to: water, heating, air conditioning (where applicable), power, adequate fire prevention measures,

drainage, sewage disposal, telecommunications, sidewalks, sodding, roads, paved support areas, and complete site preparation including removal of existing structures as required.

5. Any relocation construction which, for whatever reason, is not in consonance with Japanese national, prefectural, or local environmental standards, regulations and laws will be corrected at no cost to USG.
6. Any damage to US property caused by the relocation work shall be promptly repaired by GOJ to the satisfaction of USG.
7. The local USFJ Representative is:
8. It is recommended that details of this relocation program concerning scope, and siting be referred to the Facilities Improvement and Relocation Panel for further discussion.
9. If the above proposal is acceptable to GOJ, it is recommended that this matter be referred to the Joint Committee for approval.

SIGNATURE BLOCK  
(Rank), (Branch of Service)  
United States Chairman  
Facilities Subcommittee

**ATTACHMENT 6**

**FORMAT FOR FSUS**

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

**HEADQUARTERS**

UNITED STATES FORCES, JAPAN

APO AREA PACIFIC 96328-5068

FSUS (Number to be entered by HQ USFJ)

(DATE)

MEMORANDUM TO: The Facilities Subcommittee

SUBJECT: (As appropriate with sufficient information to permit its use in a memoranda subject index)

1. References: (if any, and then only those that directly apply to the specific action requested)
  - a. Memorandum number, date of memorandum, subject.
  - b. ....etc.
2. Furnish answers to GOJ memoranda or describe and justify USFJ request as appropriate. Subject matter should be concise and well organized.
3. ....etc.

SIGNATURE BLOCK  
 (Rank), (Branch of Service)  
 United States Chairman  
 Facilities Subcommittee

## ATTACHMENT 7

## FORMAT FOR MEMO

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

## FACILITIES SUBCOMMITTEE

MEMO No. (Number to be entered by HQ USFJ)

(DATE)

MEMORANDUM FOR: The Joint Committee

SUBJECT: (As appropriate with sufficient information to permit its use in a MEMO subject index. Normally the subject is the same as the primary reference.)

1. References: The number of references should be the minimum number that adequately describe the specific action.

a. Memorandum or number, date of memorandum, subject.

b. ....etc.

2. State appropriate recommendation. Phraseology is normally substantially as follows: "The U.S. Government concurs in GOJ proposal for \_\_\_\_\_ as described in reference(s) \_\_\_\_\_ above." (In that all references listed in paragraph 1 above are attached to the approved Joint Committee document as part of the official permanent record, no attempt will be made to summarize their content).

3. It is requested that this matter be approved.

Accepted and referred to the Joint Committee on \_\_\_\_\_.  
(date entered by HQ USFJ)

\_\_\_\_\_  
(name)  
Japanese Chairman

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(rank) (service)  
United States Chairman

Approved by the Joint Committee on \_\_\_\_\_.  
(date to be entered by SJC, HQ USFJ)

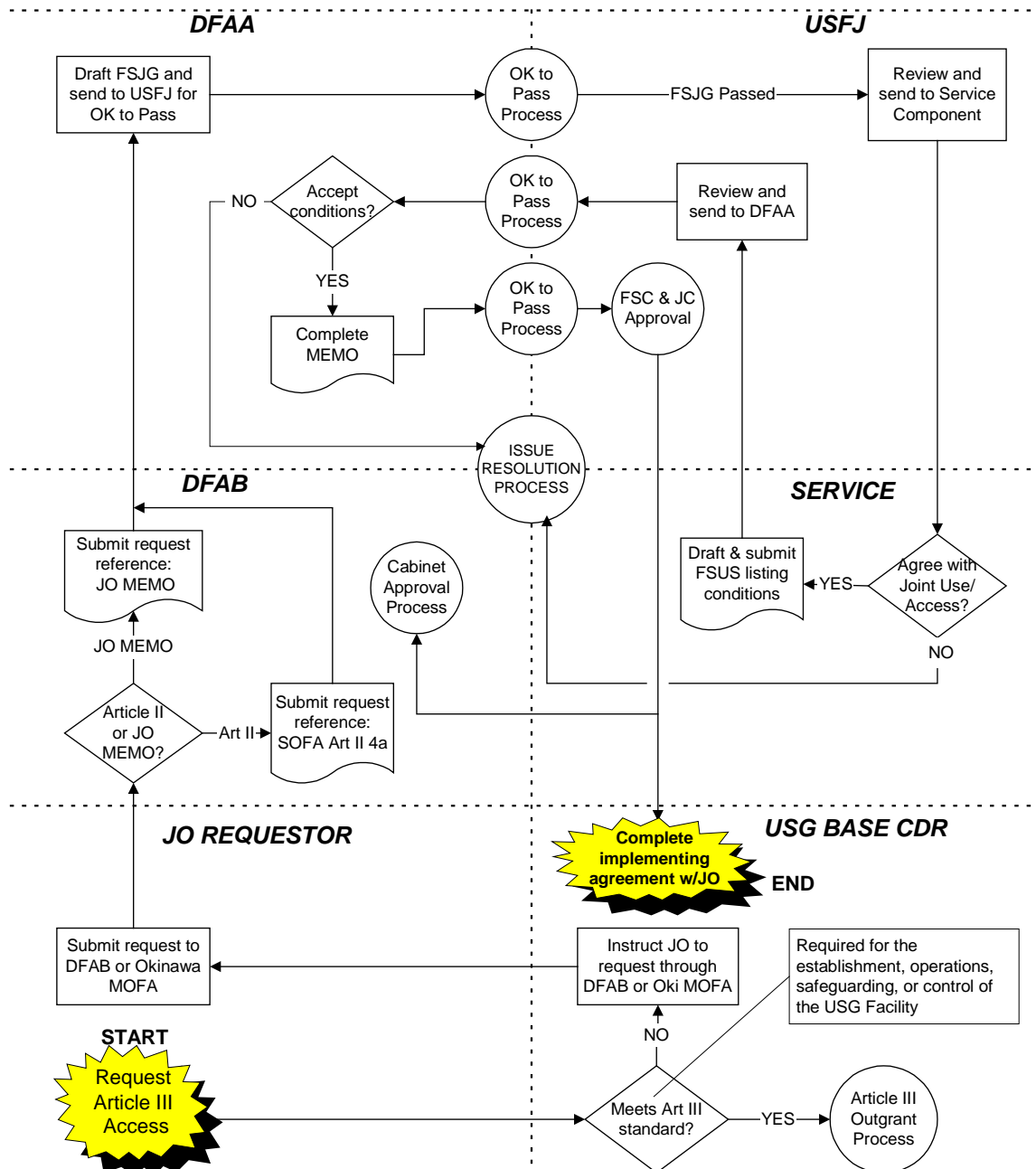
\_\_\_\_\_  
(name)  
Japanese Representative

\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(rank) (service)  
US Representative, Joint Committee

## ATTACHMENT 8

## FLOWCHART OF JAPANESE ACCESS METHODS

This flowchart shows the methods used to allow Japanese access to USG bases using Article III outgrant, Article II 4(a) joint use, and MEMO 4003 Japanese Organization Access procedures.\*



\*MEMO 4199, Limited Humanitarian Access to USFJ Facilities and Areas by Japanese Emergency Vehicles is coordinated at the local level. Procedures are outlined in paragraph 5.2.6.

## ATTACHMENT 9

**FORMAT FOR JAPANESE ORGANIZATION ACCESS  
TO USFJ FACILITIES AND AREAS FSUS**

These minutes are considered as official documents pertaining to both Governments and will not be released without mutual agreement.

**HEADQUARTERS  
UNITED STATES FORCES, JAPAN  
APO AREA PACIFIC 96328-5068**

FSUS (Number to be entered by HQ USFJ)

(DATE)

MEMORANDUM TO: The Facilities Subcommittee

SUBJECT: Access to a Portion of Land at (Facility Name) , FAC (Number).

## 1. References:

a. MEMO No. 4003, 28 July 1999, subject: Access to USFJ Facilities and Areas by Japanese Organizations.

b. FSJG-XXX-XXXX-YY/YY, (Date), subject as above.

2. The United States Government (USG) concurs with the proposal of the Government of Japan (GOJ) as contained in the referenced memorandum subject to the following conditions:

a. The period of access shall be [XX to YY August 1999, XX to YY August 2000, and XX to YY August 2001].

b. Access to the facility and areas shall be at no cost to the USG and will not disrupt or interfere with United States Forces, Japan (USFJ) activities.

c. The petitioner shall comply with all national, prefectural, and local environmental, safety, traffic, fire protection and prevention, and sanitary regulations and laws, and the USFJ will not be responsible for said compliance. The petitioner shall adhere to all local USFJ regulations.

d. Security, safety, traffic, entry and exit, and other control measures shall be coordinated with and approved by the USFJ representative.

e. The petitioner shall be responsible for the conduct of all personnel granted access to the delineated area, to include invitees and contractors.

f. Should any damage occur to USG property incident to the access granted herein, the petitioner shall repair or cause such damage to be repaired expeditiously in manner acceptable to the USFJ representative at no expense to the USG.

g. The petitioner, and not the USG, shall be held liable for any injuries or damages to persons or property which may arise from or be incident to the petitioner's activities. The petitioner shall reimburse the USG or third parties for any such injury or damage. The foregoing does not affect and shall not be interpreted as affecting in any way relevant provisions of Article XVIII of the Status of Forces Agreement.

h. The petitioner shall be completely responsible for ensuring that areas for which access is granted are cleared and returned to the satisfaction of the USFJ representative no later than 2400 hours on the last day of access.

i. USFJ retains the right of preemptive use in the event of military necessity, as determined by USFJ.

j. Access may be terminated by the USFJ representative due to noncompliance by the petitioner with the conditions of access set forth herein or in the local implementing agreement.

k. The details and exact extent of the access shall be determined at the local level and incorporated in a local implementing agreement.

3. Subsequent periods of access by the same Japanese Organization for the same event at the same facility, if requested by GOJ, may be granted by USFJ/J4 without referral to the Joint Committee.

4. The USFJ representative for local level coordination and approval of local implementing agreement is:

Commander  
[United States Army Japan]

or

Designated representative.

5. If the above conditions are acceptable to the GOJ, it is recommended that this matter be referred to the Joint Committee for approval.

SIGNATURE BLOCK  
(Rank), (Branch of Service)  
United States Chairman  
Facilities Subcommittee

## ATTACHMENT 10

**FORMAT FOR LOCAL IMPLEMENTING AGREEMENT FOR  
JAPANESE ORGANIZATION ACCESS TO USFJ FACILITIES AND AREAS**

This Agreement is made and entered on the date last signed by and between (The Local USG Representative), acting as the duly authorized representative of the U.S. Forces, Japan (USFJ), (the local DFAB representative), acting as the duly authorized representative of the Government of Japan, and (The Japanese Organization requesting Access), referred to as the Petitioner.

The GOJ has granted to USFJ the use of certain facilities and areas under the provisions of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan (the Status of Forces Agreement)

FACILITY NUMBER

NAME OF FACILITY

(Type in FAC Number)

(Type in Name of Facility)

USFJ has, with the understanding of the Joint Committee, decided to grant to the Petitioner access to a portion of land at (type in name of facility) for the (type in name of event) for the period from (date) through (date). This access is approved under the authorization of MEMO (MEMO number of MEMO agreeing to the specific access request and date) (and subsequently extended by USFJ/J4 on (Date)).

USFJ agrees to provide the Petitioner access to a portion of Facility (type in facility number being requested), subject to the following conditions:

1. The petitioner agrees that the access is subject to the general supervision of the Commander, (Name of local USFJ representative) and also subject to (local representative) regulations. Neither USFJ nor its designated representative will incur any expenses or costs related to the access of the facility.
2. The access shall not interfere with USFJ activities and shall be confined to an area of approximately (type in number of square meters approved for access) square meters, as delineated on the enclosed plot plan.
3. The USFJ shall retain the right of preemptive use in the event of military necessity, as determined by USFJ.
4. The petitioner shall comply with all national, prefectural, and local environmental, safety, traffic, fire protection and prevention, and sanitary regulations and laws, and the USFJ will not be responsible for said compliance. The Petitioner shall comply with all local USFJ and (local USFJ representative) regulations.

5. Security, safety, traffic, entry and exit, and other control measures shall be coordinated with and approved by the (an agency designated by the USFJ representative (E.G. 10<sup>th</sup> ASG Provost Marshal)).
6. Subject to the provisions of 4 and 5 above, the Petitioner shall be responsible for the conduct of all personnel granted access to the delineated areas, to include invitees and contractors.
7. Should any damage occur to USG property incident to the access granted herein, the petitioner shall repair or cause such damage to be repaired expeditiously in a manner acceptable to the USFJ representative at no expense to the USG.
8. The petitioner, and not USFJ, shall be held liable for any injuries or damages to persons or property that may arise or be incident to the Petitioner's activities. The Petitioner shall reimburse the USFJ or third parties for any such injury or damage. The foregoing does not affect and shall not be interpreted as affecting in any way the relevant provisions of Article XVIII of the Status of Forces Agreement.
9. The petitioner is completely responsible for ensuring that areas for which access is granted are cleared and returned to the satisfaction of the Commander, (USFJ representative) no later than 2400 hours, (type in date Petitioner is to be clear of the installation).
10. The petitioner shall not have access to (cite examples such as utilities, port facilities) or other amenities during the period of access.
11. Access may be terminated by the USFJ representative due to noncompliance by the petitioner with the conditions of access set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

(USFJ Representative)

(Local DFAB)

(Japanese Organization)

**FOR THE COMMANDER:**

\_\_\_\_\_  
(Signature Block of  
Commander)

\_\_\_\_\_  
(Signature Block of  
DFAB Rep)

\_\_\_\_\_  
(Signature Block of  
JO Chairman)

Date: (Date of Signature)

Date: (Date of Signature)

Date: (Date of Signature)

**ATTACHMENT 11**  
**FORMAT FOR LOCAL IMPLEMENTING AGREEMENT FOR**  
**LIMITED HUMANITARIAN ACCESS TO USFJ FACILITIES AND AREAS**

This Agreement is made and entered on the date last signed by and between (the local USG installation commander or designated representative), acting as the duly authorized representative of the U.S. Government, and (the Japanese organization requesting humanitarian access), referred to as the Petitioner.

The GOJ has granted to USFJ the use of certain facilities and areas under the provisions of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the United States of America and Japan (the Status of Forces Agreement).

Commander of (name of local USG installation) has, under the authority of the Joint Committee MEMO No. 4199, decided to grant to the Petitioner limited humanitarian access to a portion of the facility/area(s) listed below for (type of emergency service allowed) from the date of signing this agreement through (date). Renewals will be at the local installation commander's discretion.

FACILITY/AREA NUMBER  
(Type in FAC/Area Number)

NAME OF FACILITY/AREA  
(Type in Name of Facility/Area)

USFJ agrees to provide the Petitioner limited humanitarian access, subject to the following conditions:

1. The Petitioner agrees that the limited humanitarian access is subject to the general supervision of the Commander, (name of local USG installation) and also subject to (local representative) regulations. Neither USG nor its designated representative will incur any expenses or costs related to access of the facilities and areas.
2. The limited humanitarian access shall not interfere with USFJ activities and shall be confined to the route and/or landing or berthing area, as delineated on the enclosed plot plan.
3. The USFJ shall retain the right of preemptive use in the event of military necessity, as determined by (the local USG installation commander or designated representative).
4. Security, safety, traffic, entry and exit, and other control measures shall be coordinated with and approved by the (an agency designated by the USG representative, e.g., 10<sup>th</sup> ASG Provost Marshal). Even after this document becomes the standing agreement between USG and the Petitioner for subsequent access, coordination and approval with the above agency is required for each individual humanitarian access event.
5. The Petitioner shall comply with all national, prefectural, and local environmental, safety, traffic, fire protection and prevention, and sanitary regulations and laws, and the USFJ will not be responsible for said compliance. The Petitioner shall comply with all USFJ and (local USG representative) regulations.

6. Subject to the provisions of paragraphs 4 and 5, the Petitioner shall be responsible for the conduct of all personnel granted access to the facilities and areas.

7. Should any damage occur to USG property incident to the access granted herein, the Petitioner shall repair or cause such damage to be repaired expeditiously in a manner acceptable to the USG representative at no expense to the USG.

8.1. The Petitioner, and not the USG (said term to include members of the U.S. armed forces, civilian component, designated Official U.S. Contractors under SOFA Article XIV and their employees, and employees under the Master Labor Contract and Indirect Hire Agreement), shall be held liable for any injuries or damages to persons or property that may arise from or be incident to the Petitioner's request for access to the facilities and areas unless said injuries or damages are caused by the willful or wanton misconduct of the USG. In the case of use of airfields by aircraft, the Petitioner, and not the USG, shall be held liable for any injuries or damages to persons or property that may arise from or be incident to the Petitioner's request for access to the facilities and areas unless said injuries or damages are caused solely by the willful misconduct of the USG. The Petitioner shall compensate third parties or hold harmless and indemnify the USG for any such injury or damage.

8.2. Paragraph 8.1 shall apply *mutatis mutandis*, to dependents of members of the U.S. armed forces and the civilian component.

9. The Petitioner's emergency vehicles, specifically (list type of emergency vehicle, ex. fire engines, ambulances, or aircraft) requesting this access shall not be based at USFJ facilities and areas, nor will supplies be provided for the emergency vehicles.

10. (This template represents minimum conditions, so additional limitations or procedures may be added at the discretion of the local installation commander or designated representative, such as, but not limited to, provisions requiring or permitting escort vehicles, requiring airfield landing permits, or procedures regarding identification and access procedures.)

11. Access may be terminated by the USG representative due to noncompliance by the Petitioner with the conditions of access set forth herein.

Enclosure: Plot Plan for Humanitarian Access Route and/or Landing or Berthing Area

IN WITNESS WHEREOF, the parties have hereunto set their hands.

PETITIONER

FOR THE UNITED STATES  
GOVERNMENT

\_\_\_\_\_  
(Signature Block of Organization  
Representative Requesting Access)

\_\_\_\_\_  
(Signature Block of  
Installation Commander)

Date: (Date of Signature)

Date: (Date of Signature)

**BY ORDER OF THE COMMANDER  
HEADQUARTERS, UNITED STATES FORCES, JAPAN**

**USFJ INSTRUCTION 32-7  
CHANGE 1**



**16 February 2001**

**Civil Engineering**

**UNITED STATES FORCES, JAPAN REAL ESTATE**

**COMPLIANCE WITH THIS PUBLICATIONS IS MANDATORY**

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OPR: USFJ/J42 (LTC R. A. Tipton)

Certified by: USFJ/J4 (COL R. E. Gerlaugh)

Pages: 07

Distribution: A

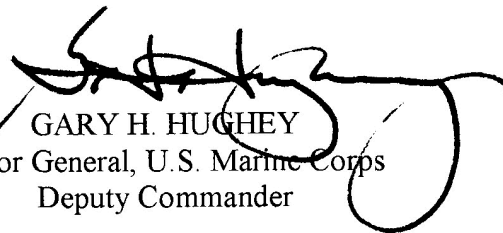
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**HQ USFJINST 32-7, 15 March 2000, is changed as follows:**

**Write-in changes:**

<b><u>Page</u></b>	<b><u>Reference</u></b>	<b><u>Action</u></b>
5	1.23.	Add: Joint Committee MEMO 4199, <i>Limited Humanitarian Access to USFJ Facilities and Areas by Japanese Emergency Vehicles</i> , dated 11 January 2001.
6	2.5.2.	Add: Limited Humanitarian Access (LHA): Access granted solely for the purpose of transit in order to promote human welfare under emergency conditions in support of critical humanitarian cases. Transit consists of timely ingress and egress by the most expeditious means.
16	5.2.4.3.	Replace paragraph with:  5.2.4.3: Non-SOFA Uses:  5.2.4.3.1. <i>Limited Humanitarian Access (LHA)</i> : Japanese emergency aircraft transporting critical humanitarian cases, such as life flights or organ transplant missions, may use a USFJ airfield for pick-up or drop-off if the installation commander or designated representative has previously signed a local implementing agreement with that organization under MEMO 4199.

<u>Page</u>	<u>Reference</u>	<u>Action</u>
		5.2.4.3.2. <i>Other Non-SOFA Uses</i> : All other uses of USFJ airfields not covered by the preceding must be approved by consent of both USG and GOJ through appropriate diplomatic channels.
18	5.2.6.	Add: Pages 18-1 and 18-2 between Pages 18 and 19.
47	Attachment 8	Replace Page 47 with new Page 47
52	Attachment 11	Add: Pages 52 and 53.

  
 GARY H. HUGHEY  
 Major General, U.S. Marine Corps  
 Deputy Commander