(b) "cryptography" means the principles, means, or methods for the transformation of data in order to conceal or disguise its content, prevent its undetected modification, or prevent its unauthorized use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables, or associated key management;

(c) "encryption" means the conversion of data (plaintext) through the use of a cryptographic algorithm into a form that cannot be easily understood without subsequent reconversion (ciphertext) and the appropriate cryptographic key;

(d) "information and communication technology good (ICT good)" means a product whose intended function is information processing and communication by electronic means, including transmission and display, or electronic processing applied to determine or record physical phenomena, or to control physical processes; and

(e) "key" means a parameter used in conjunction with a cryptographic algorithm that determines its operation in such a way that an entity with knowledge of the key can reproduce or reverse the operation, but an entity without knowledge of the key cannot.

2. This Article applies to ICT goods that use cryptography.[16] This Article does not apply to:

(a) a Party's law enforcement authorities requiring service suppliers using encryption they control to provide unencrypted communications pursuant to that Party's legal procedures;

(b) the regulation of financial instruments;

(c) a requirement that a Party adopts or maintains relating to access to networks, including user devices, that are owned or controlled by the government of that Party, including those of central banks;

(d) a measure taken by a Party pursuant to supervisory, investigatory, or examination authority relating to financial institutions or financial markets; or

(e) the manufacture, sale, distribution, import, or use of the ICT good by or for the government of the Party.

[16] For greater certainty, for the purposes of this Article, an ICT good does not include a financial instrument.

3. With respect to an ICT good that uses cryptography and is designed for commercial applications, neither Party shall require a manufacturer or supplier of the ICT good, as a condition of the manufacture, sale, distribution, import, or use of the ICT good, to:

(a) transfer or provide access to any proprietary information relating to cryptography, including by disclosing a particular technology or production process or other information, for example, a private key or other secret parameter, algorithm specification, or other design detail, to the Party or a person in the territory of the Party;

(b) partner or otherwise cooperate with a person in the territory of the Party in the development, manufacture, sale, distribution, import, or use of the ICT good; or

(c) use or integrate a particular cryptographic algorithm or cipher.

Article 22
Amendment, Entry into Force, and Termination

1. The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force 30 days after the date on which the Parties have notified each other in writing of the approval of the amendment in accordance with their respective applicable legal procedures, or on such other date as the Parties may decide.

2. This Agreement shall enter into force 30 days after the date on which the Parties have notified each other in writing of the completion of their respective applicable legal procedures, or on such other date as the Parties may decide.

3. Either Party may terminate this Agreement by providing written notice of termination to the other Party. The termination shall take effect four months after the date on which a Party has provided that written notice to the other Party, or on such other date as the Parties may decide.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington, District of Columbia, this seventh day of October, 2019 in the Japanese and English languages, both texts being equally authentic.

For Japan:

杉山晋輔

For the United States of America:

Robert E. Lighthizer