iii. If the receiving Party cannot return the supplies of the same type and in the same quality and quantity as the supplies provided in a condition and manner that are satisfactory to the supplying Party, the receiving Party shall reimburse the supplying Party in the currency specified by the supplying Party.

b. For provision of services, the services provided shall be reimbursed in the currency specified by the supplying Party or settled by the provision of services of the same type and equivalent value. The manner of the settlement shall be agreed between the Parties prior to the provision of the services.

2. The Parties shall ensure that any duties and taxes are not imposed on logistic support, supplies, and services provided under this Agreement to the extent permitted by the laws of the respective countries or as provided under an applicable international agreement. It is understood that excise duties are not to be charged by either Party for services provided under this Agreement.

Article VIII

The price of the logistic support, supplies, and services reimbursed in accordance with paragraph 1.a.iii. and paragraph 1.b. of Article VII shall be determined pursuant to the relevant provisions set forth in the Procedural Agreement specified in Article X below.

Article IX

The logistic support, supplies, and services provided under this Agreement shall not be transferred, either temporarily or permanently, by any means to any person or entity other than the Self-Defense Forces of Japan or the Armed Forces of the United States of America, without prior written consent of the supplying Party.

Article X

The request, provision, receipt, and settlement of logistic support, supplies, and services under this Agreement shall be carried out only in accordance with the Procedural Agreement that is to be concluded under and governed by this Agreement and that shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Agreement shall be concluded between the Ministry of Defense of Japan and the Department of Defense of the United States of America.

Article XI

1. This Agreement shall not affect the rights and obligations of the Parties under the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan, signed at Washington, January 19, 1960.

2. The Parties shall closely consult with each other regarding the implementation of this Agreement.

3. Any matter relating to the interpretation or application of this Agreement and the Procedural Agreement shall be resolved solely through consultation between the Parties.

Article XII

1. This Agreement shall be approved by Japan and by the United States of America in accordance with their respective internal legal procedures. This Agreement shall enter into force on the date when diplomatic notes indicating such approval are exchanged. It shall remain in force for a period of ten years, and shall thereafter be automatically extended for successive periods of ten years each, unless either Party notifies the other in writing of its intention to terminate this Agreement at least six months before the end of a ten-year period.

2. Notwithstanding the provisions of paragraph 1 of this Article, each Party may terminate this Agreement at any time by giving one year's written notice to the other Party. Notwithstanding termination of this Agreement, any financial obligations and agreed transfers pursuant to the terms of this Agreement shall remain binding until satisfied, unless otherwise agreed.