



Cabinet Economic Policy Committee

Minute of Decision

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Approval to Sign an Acquisition and Cross Servicing Agreement Between New Zealand and Japan

Portfolio Defence

On 3 December 2025, the Cabinet Economic Policy Committee:

- 1 **noted** that in June 2025, the Ministry of Defence received approval (following Ministerial Submission) to negotiate an Acquisition and Cross Servicing Agreement (ACSA) with the Government of Japan;
- 2 **noted** that negotiations have now been completed;
- 3 **noted** that the agreement between the Government of Japan and the Government of New Zealand on the ACSA provides a framework for New Zealand's practical defence cooperation by facilitating reciprocal logistical support, and that an ACSA will reduce significantly the resource burden on further defence activities with Japan;
- 4 **approved** the text of the ACSA, attached as Enclosure B to the paper under ECO-25-SUB-0206, [REDACTED] s9(2)(g)(i);
- 5 **agreed** that New Zealand sign the ACSA;
- 6 [REDACTED] s9(2)(g)(i);
- 7 **noted** that the ACSA will enter into force after New Zealand and Japan have informed each other via an exchange of diplomatic notes stipulating that respective domestic requirements for entry into force of the ACSA have been completed;
- 8 **authorised** officials to bring the ACSA into force by exchanging diplomatic notes with Japan;
- 9 **noted** that the Minister of Foreign Affairs has determined that the ACSA [REDACTED] s6(a) [REDACTED] is not subject to the Parliamentary treaty examination process;
- 10 **noted** that officials are scoping the opportunity for the Minister of Defence to sign the ACSA in December 2025, [REDACTED] s6(a)

Rachel Clarke
Committee Secretary

Present: (see over)

Present:

Hon Nicola Willis (Chair)
Hon Chris Bishop
Hon Simeon Brown
Hon Shane Jones
Hon Dr Shane Reti
Hon Tama Potaka
Hon Simon Watts
Hon Chris Penk
Hon Penny Simmonds
Hon Andrew Hoggard
Hon Nicola Grigg
Hon Mark Patterson
Hon James Meager
Hon Scott Simpson
Simon Court MP

Officials present from:

Officials Committee for ECO

Released by the Minister of Defence

APPROVAL TO SIGN AN ACQUISITION AND CROSS SERVICING AGREEMENT BETWEEN NEW ZEALAND AND JAPAN

Proposal

1. This paper seeks Cabinet authorisation to sign and complete the steps necessary to bring into force the *Agreement Between the Government of Japan and the Government of New Zealand Concerning Reciprocal Provision of Supplies and Services Between the Self-Defense Forces of Japan and the New Zealand Defence Force* (known as an Acquisition and Cross Servicing Agreement [ACSA]).

Relation to government priorities

2. [REDACTED] s6(a) Prime Minister Luxon agreed with his former counterpart Prime Minister Kishida in June 2024 to accelerate discussions on implementing an ACSA. Such agreement would enhance our existing defence cooperation, facilitate greater New Zealand Defence Force (NZDF) engagement in the Indo-Pacific, as well as benefit our overall bilateral relationship.

3. Strategic competition in the Indo-Pacific is rising, and New Zealand needs to be proactive to sustain its regional influence and role. [REDACTED] s6(a) [REDACTED] an enhanced and better enabled bilateral defence relationship will allow New Zealand to continue, and amplify, its support to sustaining the international rules-based order. [REDACTED] s6(a)

[REDACTED] An ACSA with Japan will support our contribution to stability in the Indo-Pacific, by enhancing the NZDF's ability to operate alongside our closest partners.

Overview of the New Zealand-Japan defence relationship

[REDACTED] s6(a)

5. After the signing of the bilateral *Statement of Intent on Defence Cooperation in the Pacific* in 2023, New Zealand and Japan are both seeking further opportunities to entrench our defence relationship. Our defence forces have established an ongoing tempo of operating and exercising together, particularly in North Asia and in the South China Sea. This is in part through the NZDF's increased commitment to North Korean sanctions monitoring (Operation WHIO), and New Zealand participation in Japanese-led activities, [REDACTED] s6(a) [REDACTED], and (in 2025 for the first time) its annual bilateral exercise with the US (ANNUALEX).

What is an Acquisition and Cross Servicing Agreement?

6. An ACSA is a Treaty-level instrument with binding legal obligations. It is a standard way of setting out the legal conditions and practical arrangements necessary for reciprocal logistical support, including operating in each other's territories.

7. While New Zealand only has an ACSA with the US, New Zealand has other similar defence arrangements with Indo-Pacific partners, including Mutual Logistics Supporting Arrangements (MLSA) with Australia, Canada, Fiji, Malaysia, the Philippines, Singapore, and the UK. Unlike MLSAs, ACSAs are Treaty-level agreements, which will support entrenching our bilateral defence cooperation. ACSAs are standard agreements for the Japanese Self-Defense Forces (JSDF); [redacted] s6(a), s6(b)(i)

8. A summary of the provisions of the Agreement and their effects is attached in Enclosure A. The full text is in Enclosure B.

An Acquisition and Cross Servicing Agreement has mutual benefits

9. In lieu of an ACSA, previous activities were organised via a time-consuming and resource-heavy method of engaging with the Government of Japan. Each time we commence a new defence activity with Japan, the NZDF has to re-start administrative processes to ensure the activity can go ahead. This adds heavy demands and resource requirements for operational planners, and removes the ability for planners (from both Japan and New Zealand) to be flexible in their arrangements.

10. An ACSA reduces the administrative burden on both the NZDF and the JSDF in participating in new and ongoing activities. It provides the institutionalised legal framework for enhanced defence, reciprocal, logistical support. It will provide the NZDF with an enduring set of parameters to operate in and out of Japanese air and navy bases, and with the JSDF when working together throughout the Indo-Pacific. The reciprocal nature of this framework also supports the NZDF and the JSDF to work together in New Zealand, and the Pacific.

11. [redacted] s6(a) Australia, Canada, the UK, and the US already have ACSAs with Japan. [redacted] s6(a)

[redacted] s6(a)

Progress to date

14. [redacted] s6(a) [redacted] Following a submission to the Minister of Defence, approval was given to commence negotiations of an ACSA in June 2025.

15. The text was agreed to in-principle by both New Zealand and Japan on 8 October 2025, concluding negotiations.

[redacted] s9(2)(g)(i)

[REDACTED]

Next steps and implementation

17. If Cabinet approves, I propose to sign the ACSA with the Government of Japan's Minister of Foreign Affairs, who is Japan's lead Minister for this Agreement. Officials are scoping travel options for a visit to Japan in December 2025 for signing the ACSA. [REDACTED] s6(a)

[REDACTED]

s9(2)(g)(i)

[REDACTED]

s9(2)(g)(i)

[REDACTED]

20. No domestic legislation will be required to implement the ACSA in New Zealand. Following ratification, the ACSA will enter into force after the Government of New Zealand and the Government of Japan notify each other via an exchange of diplomatic notes that stipulate our domestic requirements for entry into force have been completed. A Procedural Arrangement will then be agreed to between Japan and New Zealand, which will support operationalising the ACSA.

Impact Analysis

21. A Regulatory Impact Statement is not required.

22. On 14 October 2025 the Minister of Foreign Affairs determined that the Agreement [REDACTED] s6(a) does not need to be submitted to the House of Representatives for treaty examination under Standing Order 405. The Agreement is similar to other agreements New Zealand has entered into for interoperability of defence forces, including the reciprocal Status of Forces Agreements with Fiji in 2023 and the Philippines in 2025.

Human Rights

23. The ACSA text is consistent with the New Zealand Bill of Rights Act 1990 and the Human Rights Act 1993.

Other Implications

24. There are no financial, legislative, climate, or population implications for this treaty action.

Consultation

25. The Ministry of Defence has been working with the NZDF on the development of the ACSA. The Ministry of Foreign Affairs and Trade, Ministry for Primary Industries, and the New Zealand Customs Service have all been consulted on the Agreement. The Department of the Prime Minister and Cabinet's National Security and Policy Advisory Groups have been informed.

Proactive Release

26. I intend to proactively release the Cabinet Paper and the ACSA text following agreement with Japan.

Recommendations

The Minister of Defence recommends that the Committee:

1. **note** that in June 2025, the Ministry of Defence received approval (following Ministerial Submission) to negotiate an Acquisition and Cross Servicing Agreement (ACSA) with the Government of Japan;
2. **note** that negotiations have now been completed;
3. **note** that the agreement between the Government of Japan and the Government of New Zealand on the ACSA provides a framework for our practical defence cooperation by facilitating reciprocal logistical support, and that an ACSA will reduce significantly the resource burden on further defence activities with Japan.
4. **approve** the text of the ACSA, attached at Enclosure B, [REDACTED] s9(2)(g)(i)
5. **agree** that New Zealand sign the ACSA;
6. [REDACTED] s9(2)(g)(i)
7. **note** that the ACSA will enter into force after New Zealand and Japan have informed each other via an exchange of diplomatic notes stipulating that respective domestic requirements for entry into force of the ACSA have been completed;
8. **authorise** officials to bring the ACSA into force by exchanging diplomatic notes with Japan;
9. **note** that the Minister of Foreign Affairs has determined the ACSA [REDACTED] s6(a) [REDACTED] is not subject to the Parliamentary Treaty Examination Process; and
10. **note** that officials are scoping the opportunity for the Minister Defence to sign in the ACSA in December 2025, [REDACTED] s6(a)

Authorised for lodgement

Hon Judith Collins KC
MINISTER OF DEFENCE

ENCLOSURE A

SUMMARY OF THE ACQUISITION AND CROSS SERVICING AGREEMENT

Article 1 details the intent of the ACSA, specifically: the reciprocal provision of supplies and services between our defence forces. It lists the following activities that the ACSA applies to, including but not limited to: joint exercises and activities, United Nations Peacekeeping Operations and humanitarian assistance and disaster relief operations, protection or transportation measures, and communication and coordination.

Article 2 details the kinds of supplies and services the ACSA relates to, whilst stipulating the exclusion of the provision of weapons.

Article 3 affirms that the use of supplies and services shall be consistent with the UN Charter, and the ACSA does not entitle the transfer of supplies and services to a third Party.

Article 4 details the conditions for the return of supplies to the providing Party, when applicable, and reimbursement procedures for the provision of services. Consumption taxes shall not be charged for supplies and services under this Agreement.

Article 5 acknowledges the ACSA's Procedural Arrangement, which details the supplementary details of the terms and conditions to be implemented in this Agreement. The Procedural Arrangement also sets out provisions for the cost of supplies and services.

Article 6 excludes the NZDF's activities that support UN sanctions monitoring, which already fall under the Status of the UN Forces in Japan. It also obligates Parties to consult each other when implementing this Agreement.

Article 7 stipulates when the ACSA enters into force, and that it shall remain in force for ten years. It shall be automatically extended for successive periods of ten years each, unless terminated by one of the Parties. It also affirms the ACSA can be amended if agreed to by both Parties.

ENCLOSURE B

AGREEMENT BETWEEN
THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF NEW ZEALAND
CONCERNING RECIPROCAL PROVISION OF SUPPLIES AND SERVICES
BETWEEN
THE SELF-DEFENSE FORCES OF JAPAN AND
NEW ZEALAND DEFENCE FORCE

The Government of Japan and the Government of New Zealand (hereinafter referred to individually as a “Party” and collectively as the “Parties”);

Recognising that the establishment of a framework between the Self-Defense Forces of Japan and the New Zealand Defence Force concerning reciprocal provision of supplies and services in the field of logistic support (hereinafter referred to as the “supplies and services”) will promote close cooperation between the Self-Defense Forces of Japan and the New Zealand Defence Force;

Understanding that the establishment of the above-mentioned framework will promote more efficient performance of the respective roles of the Self-Defense Forces of Japan and the New Zealand Defence Force in activities that they conduct and will actively contribute to international peace and security;

Have agreed as follows:

Article 1

1. The purpose of this Agreement is to establish basic terms and conditions for the reciprocal provision of supplies and services between the Self-Defense Forces of Japan and the New Zealand Defence Force necessary for the following activities:

- a. exercises and training with participation by both the Self-Defense Forces of Japan and the New Zealand Defence Force;
- b. United Nations Peacekeeping Operations, internationally coordinated peace and security operations, humanitarian international relief operations, or operations to cope with large scale disasters in the territory of either Party or a third country;
- c. protection measures or transportation of nationals of either Party or others, if appropriate, for their evacuation from overseas in case of exigencies of the situation;
- d. communication and coordination or other routine activities (including visits of ships or aircraft of the forces of either Party to facilities in the territory of the other Party), with the exception of exercises and training conducted unilaterally by the forces of either Party;

- e. any other activity in which the provision of supplies and services is permitted under the laws and regulations of the respective countries.
2. This Agreement sets forth a framework for the provision of supplies and services based on the principle of reciprocity.
 3. The request, provision, receipt, and settlement of supplies and services under this Agreement shall be carried out by the Self-Defense Forces of Japan and the New Zealand Defence Force.

Article 2

1. When either Party requests, under this Agreement, the other Party to provide supplies and services necessary for the activities which are set forth in sub-paragraphs a. to e. of paragraph 1 of Article 1 and are conducted by the Self-Defense Forces of Japan or the New Zealand Defence Force, the other Party, within its competence, may provide the supplies and services requested.
2. The supplies and services related to the following categories may be provided under this Agreement: food; water; billeting; transportation (including airlift); petroleum, oils, and lubricants; clothing; communications services; medical services; base operations support (including construction incident to base operations support); storage services; use of facilities; training services; spare parts and components; repair and maintenance services (including calibration services); airport and seaport services; and ammunition. The supplies and services related to each category are specified in the Annex.
3. Paragraph 2 of this Article shall not be interpreted as to include the provision of weapons by the Self-Defense Forces of Japan or the New Zealand Defence Force.
4. The provision of supplies and services between the Self-Defense Forces of Japan and the New Zealand Defence Force necessary for the activities which are set forth in sub-paragraphs a. to e. of paragraph 1 of Article 1 shall be conducted pursuant to the laws and regulations of the respective countries.

Article 3

1. The use of supplies and services provided under this Agreement shall be consistent with the Charter of the United Nations.
2. The Party that receives supplies and services under this Agreement (hereinafter referred to as the "receiving Party") shall not transfer those supplies and services, either temporarily or permanently, by any means to those outside of the forces of the receiving Party, without prior written consent of the Party who provides them (hereinafter referred to as the "providing Party").

Article 4

1. The settlement procedures for provision of supplies and services under this Agreement shall be as follows:
 - a. for provision of supplies:

- i. The receiving Party shall, subject to sub-paragraph ii., return the supplies in question in a condition and manner that are satisfactory to the providing Party.
 - ii. If the supplies provided are consumable or the receiving Party cannot return the supplies in question in a condition and manner that are satisfactory to the providing Party, the receiving Party shall, subject to sub-paragraph iii., return supplies of the same type and in the same quality and quantity in a condition and manner that are satisfactory to the providing Party.
 - 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 providing Party, the receiving Party shall reimburse the providing Party in the currency specified by the providing Party.
- b. For provision of services, the services provided shall be reimbursed in the currency specified by the providing 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. Consumption taxes shall not be charged by either Party for supplies and services provided under this Agreement to the extent permitted by the laws and regulations of the respective countries.

Article 5

1. The reciprocal provision of supplies and services under this Agreement shall be carried out in accordance with the Procedural Arrangement, as may be modified, which is subordinate to this Agreement and which shall specify procedures and supplementary details of terms and conditions to implement this Agreement. The Procedural Arrangement shall be made between the competent authorities of the Parties.

2. The price of the supplies and the services reimbursed in accordance with paragraph 1.a. iii. and paragraph 1.b. of Article 4 shall be determined pursuant to the relevant provisions set forth in the Procedural Arrangement.

Article 6

1. The provisions of this Agreement shall not apply to any activities conducted by the New Zealand Defence Force acting as a member of the United Nations Forces under the Agreement Regarding the Status of the United Nations Forces in Japan signed on February 19, 1954.

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 Arrangement shall be resolved solely through consultation between the Parties.

Article 7

1. This Agreement shall enter into force on the thirtieth day after the date on which the Parties exchange diplomatic notes informing each other that their respective internal procedures necessary to give effect to this Agreement have been completed. This Agreement 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 of its intention in writing to terminate this Agreement at least six months before the end of each period of ten years.

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.

3. This Agreement may be amended by written agreement between the Parties.

4. Notwithstanding the termination of this Agreement, the provisions of Article 3, 4, 5, and paragraph 3 of Article 6 shall remain in force in respect of the reciprocal provision of supplies and services conducted under this Agreement.

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

DONE in duplicate, in the Japanese and English languages, both equally authentic, at XXXX, this XXXXX day of XXXX, 2025.

For the Government
of Japan

For the Government
of New Zealand

ACQUISITION AND CROSS SERVICING ANNEX

Category	Inclusions
Food	food, provision of meals, cooking utensils, and the like
Water	water, water supply, equipment necessary for water supply, and the like
Billeting	use of billeting and bathing facilities, beddings, and the like
Transportation (including airlift)	transportation of persons and goods, transport equipment, and the like
Petroleum, oils, and lubricants	petroleum, oils, and lubricants, refuelling, equipment necessary for refuelling, and the like
Clothing	clothing, mending of clothing, and the like
Communications services	use of communication facilities, communication services, communication equipment, and the like
Medical services	medical treatment, medical equipment, and the like
Base operations support (including construction incident to base operations support)	collection and disposal of waste, laundry, electric supply, environmental services, construction, decontamination equipment and services, and the like
Storage services	temporary storage in warehouse or refrigerated storehouse, and the like
Use of facilities	temporary use of buildings, facilities, and land, and the like
Training services	dispatch of instructors, materials for educational and training purposes, consumables for training purposes, and the like
Spare parts and Components	spare parts and components of military aircraft, vehicles, and ships, and the like
Repair and Maintenance services (including calibration services)	repair and maintenance, equipment for repair and maintenance, and the like
Airport and seaport services	services for arrival and departure of aircraft and ships, loading and unloading, and the like
Ammunition	ammunition, provision of ammunition, equipment necessary for provision of ammunition, and the like