

October 7, 2019

His Excellency
Mr. SUGIYAMA Shinsuke
Ambassador of Japan to the United States of America

Excellency,

In connection with the signing of the Agreement between the United States of America and Japan concerning Digital Trade (the Agreement), I have the honor to confirm the following understanding reached between representatives of the Government of the United States of America and the Government of Japan regarding Article 18 (Interactive Computer Services) of the Agreement:

The Parties recognize that there are differences between their respective legal systems governing the liability of interactive computer services suppliers. The Parties agree that the *Act on the Limitation of Liability for Damages of Specified Telecommunications Service Providers and the Right to Demand Disclosure of Identification Information of the Senders* (Law No. 137 of 2001) of Japan is not inconsistent with Article 18 (Interactive Computer Services). Moreover, based on a review of information on the operation of Japan's legal system and discussion between the Parties, the Parties agree that Japan need not change its existing legal system, including laws, regulations, and judicial decisions, governing the liability of interactive computer services suppliers, to comply with Article 18.

I have the honor to propose that this letter, equally valid in English and Japanese, and your letter in reply, equally valid in Japanese and English, shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement.

Sincerely,

Ambassador Robert E. Lighthizer
United States Trade Representative

October 7, 2019

His Excellency
Ambassador Robert E. Lighthizer
United States Trade Representative

Excellency,

I am pleased to acknowledge your letter of October 7, 2019, which reads as follows:

“In connection with the signing of the Agreement between the United States of America and Japan concerning Digital Trade (the Agreement), I have the honor to confirm the following understanding reached between representatives of the Government of the United States of America and the Government of Japan regarding Article 18 (Interactive Computer Services) of the Agreement:

The Parties recognize that there are differences between their respective legal systems governing the liability of interactive computer services suppliers. The Parties agree that the *Act on the Limitation of Liability for Damages of Specified Telecommunications Service Providers and the Right to Demand Disclosure of Identification Information of the Senders* (Law No. 137 of 2001) of Japan is not inconsistent with Article 18 (Interactive Computer Services). Moreover, based on a review of information on the operation of Japan’s legal system and discussion between the Parties, the Parties agree that Japan need not change its existing legal system, including laws, regulations, and judicial decisions, governing the liability of interactive computer services suppliers, to comply with Article 18.

I have the honor to propose that this letter, equally valid in English and Japanese, and your letter in reply, equally valid in Japanese and English, shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement.”

I have the further honor to confirm that my Government shares this understanding and to agree that your letter, equally valid in English and Japanese, and this letter in reply, equally valid in Japanese and English, shall constitute an agreement between our two Governments, which shall enter into force on the date of entry into force of the Agreement between Japan and the United States of America concerning Digital Trade.

Sincerely,

SUGIYAMA Shinsuke
Ambassador of Japan to the United States of America