

琉球大学学術リポジトリ

沖縄関係 沖縄の航空権益第五卷

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了解覽書

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46/5/6

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6/3

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Amuly (255)

CONFIDENTIAL

(Japanese Draft -- May 6, 1971)

MEMORANDUM OF UNDERSTANDING

With respect to the return of the administrative rights over Okinawa to Japan, the representatives of the Government of Japan and the Government of the United States of America have reached the following understandings on the question of air services to and/or through Okinawa, in both directions, by the United States airlines and of the amendment to the Schedule of the Civil Air Transport Agreement between Japan and the United States of America which was signed on August 11, 1952, as amended.

1. The four United States airlines, i.e. Northwest Airlines, Inc., the Flying Tiger Line, Inc., Trans World Airlines, Inc. and Continental/Air Micronesia, shall be entitled, for the period of five years from the date of the reversion of Okinawa to Japan, to continue to operate their existing air services to and/or through Naha, Okinawa, in both directions, within the limit of the capacity presently offered by each of the above airlines respectively, except cabotage between Japan proper and Naha, as follows;

(1) Northwest Airlines, Inc.

From the United States via the North Pacific or the Central Pacific to Tokyo, Osaka and Naha and beyond.

(2)

- 2 -

(2) The Flying Tiger Line, Inc.

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

(3) Trans World Airlines, Inc.

From the United States via the Central Pacific to Naha and beyond Naha to Taipei and Hong Kong and beyond.

(4) Continental/Air Micronesia

From Guam via Saipan to Naha.

2. In order to consolidate the measures mentioned in the preceding paragraph and to delete the Japanese and the United States routes between Japan proper and Okinawa ((A) (3) and (B)(3) of the present Schedule) as well as the note attached thereto in the Schedule of the Civil Air Transport Agreement, as amended, the two Governments shall take necessary steps in accordance with Article 16 of the said Agreement. The agreement between the two Governments on the amendment of the Schedule shall take effect on the date of the reversion of Okinawa to Japan.

3. Prior to the end of the above-mentioned five year period, the two Governments will consult in accordance with the Civil Air Transport Agreement on the question of continuation of the air services to and/or through Naha

after

- 3 -

after the said period by the United States airlines. The consultations will have to meet the overall objective of reviewing the Schedule that the routes specified in the Agreement should reflect equal exchanges of traffic rights.

Tokyo, _____, 1971.

Amun (255)

CONFIDENTIAL

Translation

(Japanese Note) -- Draft -- May 6, 1971

Excellency:

I have the honor to refer to the recent discussions concerning air transport services with respect to the return of the administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Government the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, and the insertion of a new Schedule to that Agreement, which is enclosed with this Note.

I have further the honour to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this Note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on _____.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Japanese Draft -- May 6, 1971)

SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo and Osaka and beyond.
- (2) From the United States via the Central Pacific to Tokyo and Osaka and beyond.

(C) An airline or airlines designated by the Government of the United States of America shall be entitled, for

the

- 2 -

the period of five years from (date), to operate air services on each of the route specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:***

- (1) From the United States via the North Pacific or the Central Pacific to Tokyo, Osaka and Naha and beyond.
- (2) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.
- (3) From the United States via the Central Pacific to Naha and beyond Naha to Taipei and Hong Kong and beyond.
- (4) From Guam via Saipan to Naha.

(D) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

*** These routes are granted for the United States airlines which operated air services on each of these routes on (dated of the Memorandum of Understanding) to continue their respective air service.

5/6 提議
A 255

CONFIDENTIAL

(Japanese Draft -- May 6, 1971)

TALKING PAPER

With respect to Paragraphs 1 and 2 of the Memorandum of Understanding, the representative of the Government of Japan confirmed that the privileges which are granted for the period of five years pursuant to these Paragraphs for the United States airlines shall not be taken into account when considering the overall balance of advantages under the Japan-U.S. Civil Air Transport Agreement.

A 255

CONFIDENTIAL

(Japanese Draft -- May 8, 1971)

MEMORANDUM OF UNDERSTANDING

With respect to the return of the administrative rights over Okinawa to Japan, the representatives of the Government of Japan and the Government of the United States of America have reached the following understandings on the question of air services to and/or through Okinawa, in both directions, by the United States airlines and of the amendment to the Schedule of the Civil Air Transport Agreement between Japan and the United States of America which was signed on August 11, 1952, as amended.

1. The four United States airlines shall be entitled, for the period of five years from the date of reversion of Okinawa to Japan, to continue to operate their existing air services to and/or through Naha, Okinawa, in both directions, except cabotage between Japan proper and Naha, as follows;

(1) Northwest Airlines, Inc.

From the United States via the North Pacific or the Central Pacific to Tokyo, Osaka and Naha and beyond.

(2) The Flying Tiger Line, Inc.

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

(3)

(3) Trans World Airlines, Inc.

From the United States via the Central Pacific to Naha and beyond Naha to Taipei and Hong Kong and beyond.

(4) Continental/Air Micronesia

From Guam via Saipan to Naha.

During the above mentioned period, the value of traffic rights of these United States airlines on these routes shall not be taken into account when reviewing the overall balance of traffic rights under the Agreement.

2. In order to consolidate the measures mentioned in the preceding paragraph and to delete the Japanese and the United States routes between Japan proper and Okinawa ((A) (3) and (B)(3) of the present Schedule) as well as the note attached thereto in the Schedule of the Civil Air Transport Agreement, as amended, the two Governments shall take necessary steps in accordance with the said Agreement. The agreement between the two Governments on the amendment of the Schedule shall take effect on the date of the reversion of Okinawa to Japan.

Tokyo, , 1971.

779 (255) CONFIDENTIAL

Translation

(Japanese Note) -- Draft -- May 8, 1971

Excellency:

I have the honor to refer to the recent discussions concerning air transport services with respect to the return of the administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Government the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, and the insertion of a new Schedule to that Agreement, which is enclosed with this Note.

I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this Note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on _____.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Japanese Draft -- May 8, 1971)

SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.***
- (2) From the United States via the Central Pacific to Tokyo, Osaka and Naha and beyond.***

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

- 2 -

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

*** The traffic rights at Naha are granted for the United States airlines which operated air services to and/or through Naha on (the date of the Memorandum of Understanding) to continue their respective air services and, these airlines shall cease to exercise the traffic rights at Naha on (the date of termination of the five-year period) unless agreement to the contrary is reached before that date.

192744 (255)

CONFIDENTIAL

Japanese Draft
May 15, 1971

MEMORANDUM OF UNDERSTANDING

With respect to the return of the administrative rights over Okinawa to Japan, the representatives of the Government of Japan and the Government of the United States of America have reached the following understandings on the question of air services to and through Okinawa, in both directions, by the United States airlines and of the amendment to the schedule attached to the Civil Air Transport Agreement between Japan and the United States of America of August 11, 1952, as amended.

1. The Schedule attached to the U.S.-Japan Civil Air Transport Agreement, as amended, will be amended in accordance with an exchange of diplomatic notes effective with the date of reversion of Okinawa to Japan.

2. The four United States airlines may continue, for the period of five years from the date of reversion of Okinawa to Japan, to operate their existing air services to and/or through Naha, Okinawa, in both directions, except cabotage between Japan proper and Naha, as follows;

(1) Northwest Airlines, Inc.

From the United States via the North Pacific or the Central Pacific to Tokyo, Osaka and Naha and beyond.

(2) The Flying Tiger Line, Inc.

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

(3)

- 2 -

(3) Trans World Airlines, Inc.

From the United States via the Central Pacific to Naha and beyond Naha to Taipei and Hong Kong and beyond.

(4) Continental/Air Micronesia

From Guam via Saipan to Naha.

3. During a five-year period to commence on the date administrative rights over Okinawa are returned to Japan, the value of Okinawa traffic rights of the United States airlines referred to in paragraph 2 above shall not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended. If the United States Government were to designate an additional air carrier on either route, its traffic rights would be taken into account in determining the overall balance of benefits under the Agreement.

4. Following the above five-year period, the overall balance of benefits will include the value of Okinawa traffic rights. The two Governments will hold consultations on the question of continuation of the air services to and/or through Naha after the said period by the United States airlines.

Tokyo, _____, 1971.

Japanese Draft
May 15, 1971

CONFIDENTIAL

In accordance with the Memorandum of Understanding dated _____, 1971 signed _____, the two representatives have agreed to exchange the attached diplomatic notes effective with the date of reversion of Okinawa to Japan.

Tokyo, _____, 1971.

Japanese draft
May 15, 1971

ATTACHMENT

Translation (Japanese Note)

Excellency:

I have the honor to refer to the recent discussions concerning air transport services with respect to the return of the administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Government the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, and the insertion of a new Schedule to that Agreement, which is enclosed with this Note.

I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this Note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

(Japanese Draft -- May 15, 1971)

SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.***
- (2) From the United States via the Central Pacific to Tokyo, Osaka and Naha and beyond.***

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

- 2 -

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

*** Continuation of traffic rights at Naha after the five-year period from the date of reversion of Okinawa to Japan shall be subject to agreement between the two Governments.

7707 (255)

極秘
無期限
10. 部の内
々号

沖繩における米航空権益の取扱いに関する
「了解覚書案」、「附表修正交換公文案」等

46. 5. 18.
米比 1. (田中)

本件に関する数次に亘る交渉折衝の結果、在京米
大使館との間、アド・レプレダムで別添のとおり合意に
達した。その構成及び要旨は次のとおり。

1. 了解覚書案

- (1) 前文：「両代表は以下のとおり了解に達した」との趣旨
- (2) 第1項：附表は迅速に発効する交換公文により修正すること。
- (3) 第2項：米企業は、カボタージュなしで現状どおり

の那覇への業務を運営出来ると、企業別
現行路線形態を書くこと、及び5年後の

那覇への運輸権の継続については両政府の
合意を要すること、を明記している。

(本題表：輸送力規制は実質的影響と少ない
ので削除し、暫定措置が5年以内に限らざる
ことでは、5年以降については合意の必要との

云々を改められたこと)

(4) 第3項：5年の暫定期間中は、航空協定のバランス
検討の際には、第2項の米企業の運輸権は算入
しないこと。(米側の要望に即した。)

(5) 第4項：5年後は、同権益は計算に入ること
及び同期間後の継続につき協議すること。

2. 「了解覚書の合意議事録案」(非公表)

米側が暫定期間中にありとべき修正路線への追加
(合意の条件として)

企業の指図に対する保証的文書と要求したことに
て企業サイドとのであり、この場合は航空協定上の

バランス論に算入するとの趣旨のもの。

(暫定期間中)

(1) 題点: 「覚書2項の路線に米側が追加企業

を指定する権利を行使した場合に、……」という表現に、「那覇」のポイントを恒久的に認めている

訳ではなく、複数企業指定の権利を行使した場合に航空協定上 "Yes Change" がある

と云っていることになり。

2. 附表修正に付した交換公文案

(1) 交換公文は、通常の場合の公文と同形式のもの。

(2) 附表(修正)の中、現行の米路線3及び

注3を削除してある。

(3) 修正附表の米側路線(B)(1)及び(2)に「那

覇」を追加し、新しい注3を付す。

「注3」は、「5年後の那覇の運輸権の継承は

両国政府の合意を要する」との表現とした。

4

(1) 題点: この注記により、暫定期間5年経過

新規定

までに合意に達しない限り、附表上「那覇」がそのまま残っていると運輸権はなしとになり、

わが方の立場が確保されている。

なお、以上の米側が「コンチネンタル航空」代り企業(PAA)が Guam~サイパン~沖縄 路線に指定

する場合は、単純な代替と見(No change)扱って歓迎を要するに過ぎない。よってこれは、上記合意

につき米側の確認があるまで、わが方はその態勢を留保してある。

秘 極
無 期 限
10 部 の 内
6 号

9700 (255)

(日本国とアメリカ合衆国との間の民間航空運送協定の
の附表の修正に関する交換公文)(草案)

(四十六、四、一五)
(外務省アメリカ局)

(日本側書簡)

書簡を以て啓上いたします。 本大臣は、沖縄の施政権
の日本国への返還に因連し、千九百五十二年八月十一
日に東京で署名された日本国とアメリカ合衆国との間
の民間航空運送協定に従って、千九百七十二年春に

外 務 省

東京で行なわれた民間航空に関する協議に言及する
光榮を有します。 両代表は、前記の協定の

国

附表(千九百六十九年十一月十二日の交換公文により修正
された。)を削除し、かつ、この書簡に同封する新た
な附表を以て入することを合意しました。

本大臣は、さうして、日本国政府が前記の新たな
附表を承諾する旨を閣下に通報するとともに、この
書簡及びアメリカ合衆国政府が新たな附表を受

外 務 省

秘
無期限
10部の内
6号

附表

- (A) 日本国政府によつて指定された一又は二以上の航空企業は、この(A)に定める各航空路線において、両方向に航空業務を運営し、及びこの(A)に定めるアメリカ合衆国内の地点に定期の着陸を行なう権利を与えられる。
- (1) 日本国からホノルル、サン・フランシスコへ、並びに
- (a) ニュー・ヨーク及びニュー・ヨーク以遠ヨーロッパ(遠合王国を含む)へ、並びに以遠(注1)
- (b) 以遠メキシコ及び中米へ(注2)
- (2) 日本国からホノルル及びロス・アンゼルスへ、並びに以遠南米へ(注2)
- (3) 日本国から沖縄へ(注2)

外務省

(受信人)

(発信人)

千九百七十一年 月 日

閣下に向つて敬意を表します。

航空運送協定をさうに修正する西国政府間の合意を構成し、その合意が閣下の返簡の日付の日より効力を生ずることを提議する光榮を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて

諾する旨を述べらるる閣下の返簡が、修正された民間

秘
極
まて
部の内
号

(新路線)

(a)

アメリカ合衆国政府によつて指定された次の航空企業は、沖縄返還協定の効力発生の日から(期間)間に限り、この(a)に定めるそれぞれの航空路線において、(一九七三年三月一日現在に各航空企業がその提供している航空力の範囲内で)両方向に航空業務を運営し、及びこの(a)に定める日本国内の地点に定期の着陸を行なう権利を与えられる。

(1) ノース・ウエスト航空及びフライイング・タイガー航空

合衆国から北太平洋又は中部太平洋を経て東京、大阪及び那覇へ、並びに以遠

(2) トランス・ワールド航空

合衆国から中部太平洋を経て那覇へ、並びに那覇以遠台北及び香港へ、並びに以遠

○ ○

○ ○

- (A) 日本国からアンカレッジを経てニュー・ヨークへ
- (B) 日本国からサイパン島を経てグアム島へ
- (B) アメリカ合衆国政府によつて指定された一又は二以上の航空企業は、この(B)に定める各航空路線において、両方向に航空業務を運営し、及びこの(B)に定める日本国内の地点に定期の着陸を行なう権利を与えられる。
- (1) 合衆国から北太平洋を経て東京及び大阪へ、並びに以遠
- (2) 合衆国から中部太平洋を経て東京及び大阪へ、並びに以遠

(注) 沖縄からの航空業務は、(注) 参照

○ ○

○ ○

秘 極
無 期 限
10 部 の 内
6 号

(訳文)

書簡をもつて啓上いたします。本使は、閣下が次のように通報された千九百 年 月 日付けの書簡を受領したことを確認する光栄を有します。

(米 国 側 書 簡)

「日本側書簡」

本使は、アメリカ合衆国政府が閣下の書簡に含まれた提案を受諾する旨を閣下に通報する光栄を有します。閣下の前記の書簡及びこの返簡は、修正された民間航空選送協定をさらに修正する兩國政府間の合意を構成し、その合意は、本日効力を生じます。本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

千九百

年

月

日

(受信人)

(発信人)

(3) コンチネンタル/エア・マイクロナシア

グアム島からサイパン島を経て那覇へ

(D) 特定路線上の地点は、別段の定めがある場合を除くほか、いずれかの又はすべての飛行にあつて、指定航空企業を選択により省略することができる。

注1 日本国から東に向かつて運航される飛行でニューヨーク・ヨークに定期の着陸を行なうもの及び日本国に向かつて西へ運航される飛行でニューヨークから定期の離陸を行なうものは、サン・フランシスコに定期の着陸を行なわなければならない。

注2 これらの路線上の合衆国の地点において、合衆国以遠の地点を目的地又は出発地とする旅客、貨物及び郵便物のストップ・オーバー又は積込み若しくは積卸しを行なうことはできない。

D R A F T (1971. 4.15.)

極 秘
無 期 限
10 部 の 内
6 号

Translation

(Japanese Note)

Tokyo, _____

Excellency,

I have the honor to refer to the civil aviation consultations, with respect to the return of the administrative rights over Okinawa to Japan, which took place in Tokyo in Spring in 1971 in accordance with the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952. The two Delegations agreed to delete the Schedule attached to the said Agreement which was modified by the Exchange of Notes of November 12, 1969, and to insert a new Schedule, which is enclosed with this Note.

I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this Note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force

on

Draft--1971.4.15.

- 2 -

on the date of your reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

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SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- ~~(3) From Japan to China and beyond.***~~
- (4) From Japan via Anchorage to New York.
- (5) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo and Osaka and beyond.
- (2) From the United States via the Central Pacific to Tokyo and Osaka and beyond.

Draft--1971.4.15.

- 2 -

(C) The following airlines designated by the Government of the United States of America shall be entitled,

for the period of _____ from the date of entry into force of the Agreement _____,

~~(for the period ending on _____)~~

to operate air services on their respective routes specified, in both directions, within the limit of the capacity or frequencies offered as of _____, 19__, by the each airlines, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) Northwest Airlines, Inc. and the Flying Tiger Line, Inc.;
From the United States via the North Pacific or Central Pacific to Tokyo, Osaka and Naha and beyond.
- (2) Trans World Airlines, Inc.;
From the United States via the Central Pacific to Naha and beyond Naha to Taipei and Hong Kong and beyond.
- (3) Continental/Air Micronesia;
From Guam via Saipan to Naha.

~~(3) From Okinawa to Osaka and Tokyo ***~~

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

~~*** In granting these routes, the respective Contracting Parties are cognizant of the provisions of Article 3 of the Treaty of Peace with Japan, signed at San Francisco on September 8, 1951, under which the United States of America exercises the powers of administration, legislation, and jurisdiction over Okinawa.~~

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(United States Note)

Tokyo,

Excellency,

I have the honor to acknowledge receipt of Your Excellency's Note of in which Your Excellency has informed me as follows:

"(Japanese Note)"

I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's Note which, with this reply, constitutes an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which enters into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CONFIDENTIAL

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MEMORANDUM OF UNDERSTANDING

With respect to the return of administrative rights over Okinawa to Japan, the representatives of the Government of Japan and the Government of the United States of America have reached the following understandings on the question of air services to and through Okinawa, in both directions, by the United States airlines and of the amendment to the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America of August 11, 1952, as amended.

1. The Schedule attached to the Civil Air Transport Agreement, as amended, will be amended in accordance with an exchange of diplomatic notes effective with the date of reversion of Okinawa to Japan.

2. The United States airlines shall not have the right to carry cabotage traffic between Japan proper and Naha after the date of reversion of Okinawa to Japan.

3. During the five-year period to commence on the date administrative rights over Okinawa are returned to Japan, the value of traffic rights at Naha of the United States airline services described below shall not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended.

(A) Northwest Airlines

From the United States via the North Pacific and the Central Pacific to Tokyo, Osaka and Naha and beyond.

(B) Flying Tiger Line

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

(C) Trans World Airlines

From the United States via the Central Pacific to Naha and beyond to Taipei and Hong Kong and beyond.

(D) Continental Airlines/Air Micronesia

From United States points in the Central Pacific, including Guam, via points in Micronesia to Naha. (Other than non-stop services between the points in Hawaii and Naha.)

4. Following the aforementioned five-year period, the overall balance of benefits under the Civil Air Transport Agreement, as amended, will include the value of the United States traffic rights at Naha. Both Governments will consult prior to the end of this five-year period to determine any necessary modification of the Schedule attached to the Civil Air Transport Agreement, as amended, through the granting of such additional traffic rights to the Government of Japan as are warranted by the overall balance of benefits at the end of the five-year period including the value of the United States traffic rights at Naha.

Tokyo, _____, 1971.

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10 号 2 号

（沖繩の施政権の日本国への返還後の日米民間航空運送業務
に関する了解覚書）

十田本一

了解覚書（案）

日本国政府の代表者及びアメリカ合衆国政府の代表者は、沖繩の施政権の日本国への返還に関連し、合衆国の航空企業が沖繩に向け及び沖繩を通過して西方向に行なう航空業務並びに千九百五十二年八月十一日の日本国とアメリカ合衆国との間の民間航空運送協定の附表（修正を含む）の修正の問題につき次の了解に到達した。

- 1 同協定の附表（修正を含む）は、沖繩の日本国への復帰の日に効力を生ずる外交上の交換公文に従つて修正する。
- 2 合衆国の航空企業は、沖繩の日本国への復帰の日後は、日本

国本土と那覇との間の国内航空運送を行なう権利を有しない。

3 次に掲げる合衆国の航空企業の業務に係る那覇についての運輸権の価値は、沖繩の施政権の日本国への返還の日から五年の期間中、同協定（修正を含む）に基づく利益の総合的均衡について再検討するにあたり考慮に入れない。

(A) ノースウエスト航空

合衆国から北太平洋及び中部太平洋を経て東京、大阪及び

那覇へ、並びに以遠

(B) フライイング・タイガー航空

合衆国から北太平洋を経て東京、大阪及び那覇へ、並びに

以遠

(d) トランス・ワールド航空

合衆国から中部太平洋を経て那覇へ、並びに以遠台北及び香港へ、並びに以遠

(e) コンティネンタル航空—ミクロネシア航空

中部太平洋における合衆国の地点（グアム島を含む）からミクロネシア内の地点を経て那覇へ（ハワイ内の地点から那覇への無着陸航空業務を除く。）

4. 同協定（修正を含む）に基づく利益の総合的均衡には、3にいう五年の期間の満了後は那覇についての合衆国の運輸権の価値を含むものとする。両国政府は、同協定の附表（修正を含む）の必要な修正で、その五年の期間の満了の時における利益の総合的均

衡（那覇についての合衆国の運輸権の価値を含む）によつて正当化される追加の運輸権を日本国政府に許与するものを決定するため、その五年の期間の満了前に協議する。

千九百七十一年六月 日に東京で

9707 (255)

極 秘
無 期 限
部 の 内 号

絶 対 不 公 表

CONFIDENTIAL

AGREED MINUTE TO THE MEMORANDUM OF UNDERSTANDING
OF THE QUESTION OF AIR SERVICES FOR OKINAWA

With reference to paragraph 3 of the Memorandum of Understanding of _____ on the question of air services at Okinawa, it is agreed that the Government of the United States of America may replace Continental Airlines/ Air Micronesia with a substitute airline to be named by the United States Aeronautical Authorities before the date of reversion as a result of the Pacific Islands local service investigation.

○ Tokyo, June, 1971.

1 Proposed Introduction to Exchange of Notes 9707 (255)

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無 期 限
部 の 内 号

本書前記(255)号

In accordance with the Memorandum of Understanding dated June 17, 1971, signed by _____, the representatives of the Government of Japan and of the Government of the United States have agreed to exchange the attached diplomatic notes effective with the date of reversion of Okinawa to Japan.

(Japanese Note)

Translation

Excellency:

I have the honor to refer to the recent discussions concerning air transport services with respect to the return of administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Governments the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, and the insertion of a new Schedule to that Agreement, which is enclosed with this note.

I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.
- (2) From the United States via the Central Pacific to Tokyo, Osaka and Naha and beyond.

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

ANNEX TO SCHEDULE

Both Governments will consult prior to the end of the five-year period to commence on the date of reversion of Okinawa to Japan to determine any necessary modification of the Schedule attached to the Civil Air Transport Agreement, as amended, through the granting of such additional traffic rights to the Government of Japan as are warranted by the overall balance of benefits at the end of the five-year period including the value of the United States traffic rights at Naha.

(United States Note)

Tokyo, _____, _____

Excellency,

I have the honor to acknowledge receipt of Your Excellency's Note of _____ in which Your Excellency has informed me as follows:

" (Japanese Note) "

I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's Note which, with this reply, constitutes an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CONFIDENTIAL

J. Draft -- agreed, ad referendum
June 3, 1971.

97-4 (255)

MEMORANDUM OF UNDERSTANDING

With respect to the return of administrative rights over Okinawa to Japan, the representatives of the Government of Japan and the Government of the United States of America have reached the following understandings on the question of air services to and through Okinawa, in both directions, by the United States airlines and of the amendment to the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America of August 11, 1952, as amended.

1. The Schedule attached to the Civil Air Transport Agreement, as amended, will be amended in accordance with an exchange of diplomatic notes effective with the date of reversion of Okinawa to Japan.

2. The United States airlines shall not have the right to carry cabotage traffic between Japan proper and Naha after the date of reversion of Okinawa to Japan.

3. During the five-year period to commence on the date administrative rights over Okinawa are returned to Japan, the value of traffic rights at Naha of the United States airline services described below shall not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended.

(A) Northwest Airlines

From the United States via the North Pacific and the Central Pacific to Tokyo, Osaka and Naha and beyond.

(B) Flying Tiger Line

From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.

(C) Trans World Airlines

From the United States via the Central Pacific to Naha and beyond to Taipei and Hong Kong and beyond.

- 2 -

(D) Continental Airlines/Air Micronesia

From United States points in the Central Pacific, including Guam, via points in Micronesia to Naha. (other than non-stop services between the points in Hawaii and Naha.)

4. Following the aforementioned five-year period, the overall balance of benefits under the Civil Air Transport Agreement, as amended, will include the value of the United States traffic rights at Naha. Both Governments will consult prior to the end of this five-year period to determine any necessary modification of the Schedule attached to the Civil Air Transport Agreement, as amended, through granting additional traffic rights to the airlines designated by the Government of Japan.

Introduction to Exchange of Notes

In accordance with the Memorandum of Understanding dated _____, 1971, signed _____, the representatives of the Government of Japan and of the Government of the United States have agreed to exchange the attached diplomatic notes effective with the date of reversion of Okinawa to Japan.

Excellency:

I have the honor to refer to the recent discussions concerning air transport services with respect to the return of administrative rights over Okinawa to Japan. The representatives of the two Governments agreed to recommend to their respective Governments the deletion of the Schedule attached to the Civil Air Transport Agreement between Japan and the United States of America which was signed at Tokyo on August 11, 1952, as amended, and the insertion of a new Schedule to that Agreement, which is enclosed with this note.

I have further the honor to inform Your Excellency that the Government of Japan accepts the new Schedule and to propose that this note and your reply thereto, indicating the acceptance of the new Schedule by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date administrative rights over Okinawa are returned to Japan.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

SCHEDULE

(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:
 - (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
 - (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan via Anchorage to New York.
- (4) From Japan via Saipan to Guam.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo, Osaka and Naha and beyond.***
- (2) From the United States via the Central Pacific to Tokyo, Osaka and Naha and beyond.***

(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

* Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

** Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

J. Draft (agreed, ad referendum)
June 3, 1971

*** After the end of the five-year period to commence on the date of reversion of Okinawa to Japan, the overall balance of benefits under this Agreement will include the value of the U. S. traffic rights at Naha. Both Governments will consult prior to the end of this five-year period to determine any necessary modification of this Schedule through granting additional traffic rights to the airlines designated by the Government of Japan.

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(1) アメリカ合衆国政府によつて指定された次の航空企業は、(沖繩返還協定の効力発生の日から(期間)に限り、この回に定めるそれぞれの航空路線において、(現在この回に於ける航空企業は、輸送の範囲内である) 両方向に航空業務を運営し、及びこの回に定める日本国内の地点に定期の着陸を行なり権利を与えられる。

(1) ノースウエスト航空及びフライイング・タイガー航空

合衆国から北太平洋又は中部太平洋を経て東京、大阪及び那覇へ、並びに以遠

(2) トランス・ワールド航空

合衆国から中部太平洋を経て那覇へ、並びに那覇以遠台北及び香港へ、並びに以遠

(3) コンチネンタル航空

グアム島からサイパン島を経て那覇へ