

琉球大学学術リポジトリ

日米関係（沖縄返還） 21

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東郷 石川 一 氏 印

特取

大野 不祥 不祥 田中	局長 参事 参事	PA局長 参事 参事
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沖縄返還問題 (VOAの取組) への対応

44.8.13
牛込一長

13日午後 不祥 - 公使は DA-^{在米大使} USA担当
参事 2人 - 書記官 1人 参事 PA局長

事後、要旨以下の如く公認した (当方大野参事
及び 北澤参事 - 課長出席)

本件の関係は地位協定の下の問題として

1. 先方工事の遅延 原因は USIA-BBC 向取組
案に不満足 等とあり、PA局長、参事、参事、
参事等の取組 (11月米政府向) の報告を
スタンダードな形にないとの事情によりと説明
取組あり

当方工事の遅延は米政府との交渉によるもの

2

国会を通過した。既に沖縄、1948年10月の
活動 (注) にて (1) 早く施設に非ずと
(2) 土地は軍に譲渡し、借地料は
(5年契約、年10%)

軍が交替するVOAがあることと早く返すこと (11)
右に示す以下の運営費は USIAが支出すること

(2) 若干の電波障害防止施設があること (本) 返
還後 嘉手納基地内の障害を除去すること

(注) 受信所は南島北部万座毛 (奥内村)、送
信所は同北部真崎、南部和倉谷

嘉手納基地内、在米参事10月米政府参事

2. 当方工事の遅延は原因は、米政府 - 印象に基いた
集約の遅延と (1) 返還後の問題あり

(1) 土地の確保 (2) 電波割当 (先方の
説明では、各月取組と調整し ITU電条 1213
(12月12日)

右方 神龍の川に改道後七現行周限線の保護
 上法(希望理由) (一)電波障害防止地
 定の存否(先方と共々一併工の如き内 起る理由)
 (二)公害問題(客年一騒ぎがあつたが今も同様
 理由) 存するか否とを指摘した。

3. 次42の当方の意向と答へ先方放道内容
 の説明(二二二 音楽 解説 を中心とし
 (122, 4147, 7042等の地帯と13744等(121))
 中庸を待たせ(理由) 後、各国との向の如き
 取り柄を述べた。或り44小笠原協定は
 (内外条項) (121)
 かつた。気象台の如く沖地改道 協定の含まれ
 べき旨述べ、いかにして大 規模な極め
 高くつた。ワシントン条約是非等におきける希望
 耐意強論 した。

44. 8. 13. 2+12-公使館入手

DESCRIPTION

The Voice of America Relay Station on Okinawa is comprised of three locations:

1. The main office and a housing area are located at the U.S. Air Base at Kadana. This site utilizes 14.45 acres of land, and contains sixteen VOA constructed buildings. Ten are homes used for VOA personnel, four are homes assigned to personnel of the American consular unit, one is the VOA Relay Station main office, and one is the transformer/utility building for the site.

2. The Receiving Plant occupies a site of 120.79 acres at Onna, 18 miles northeast of Kadana. Five buildings house the installation, including elaborate professional receiving equipment, master control, recording facilities, and power generators. The remainder of the site is utilized for several large receiving antennas.

3. The Transmitting Plant occupies a site of 134.04 acres at Okuma, 55 miles northeast of Kadana. Nineteen buildings house the installation, including the one million watt mediumwave and five shortwave transmitters, large power generators and other associated facilities. This site also has fifteen VOA constructed housing units used for station personnel. The remainder of the site is utilized for the large six tower mediumwave antenna system and a number of shortwave antennas.

Construction of the station began in 1951, and it went on the air in June 1953. U.S. capital investment in the station is over \$7 million, although replacement today would cost considerably more.

At present the station utilizes 10 American, 77 Okinawan and 7 Japanese employees. It operates on an annual budget of just over \$800,000.

CONFIDENTIAL

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44-8-73 2+13-424X3

1/29
1/30
1/31

OPERATING AGREEMENT

BETWEEN

THE UNITED STATES INFORMATION AGENCY

AND

THE BRITISH BROADCASTING CORPORATION

THIS AGREEMENT, executed on the Third day of August 1965, and effective as of the 1st day of July, 1965, between the United States Information Agency (hereinafter referred to as "the Agency") acting on behalf of the Government of the United States of America, of the one part, and The British Broadcasting Corporation, having its principal office at Broadcasting House, Portland Place, in the County of London, England (hereinafter referred to as "the Corporation"), of the other part,

WITNESSETH:

WHEREAS, A. Heretofore, and for a number of years last past, the parties hereto have been operating pursuant to a contract, No. IA-9280, and amendments thereof, in connection with broadcasting programs of the Agency from the Corporation's Woofferton Transmitting Station, hereinafter referred to as "Woofferton";

B. The parties hereto entered into a separate agreement on the 10th day of March, 1961, hereinafter referred to as the "Construction Agreement," pursuant to which the transmitting facilities at Woofferton have been substantially modified. Said facilities are referred to in said Construction Agreement as the "modified transmitting installations"

and will be so referred to hereinafter.

C. Article VI, Paragraph B of said Construction Agreement provided that when certain conditions have been fulfilled, a new Operating Agreement should be entered into between the parties.

D. Said status occurred on or about the 1st day of November, 1964.

E. The Agency is authorized to enter into this Operating Agreement pursuant to the provisions of the United States Information and Educational Exchange Act of 1948 (Public Law 402, 80th Congress), as amended.

F. The Corporation warrants that it has full authority to enter into this Agreement, pursuant to the provisions of its Charter of Incorporation of 30th July, 1964.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SCOPE OF SERVICES

The Corporation shall utilize the modified transmitting installations for the primary use of the Agency and shall provide facilities and services as required for the programming and rebroadcasting of Agency broadcasts in accordance with its normal engineering standards, for the period cited in Article VIII hereof, in accordance with, but not limited to the following:

A. Reception Services

Reception of not more than three (3) simultaneous programs for two daily periods not to exceed eight (8) consecutive hours each.

B. Studio Services

Studio Services as necessary for not more than three (3) simultaneous programs for two daily periods not to exceed eight (8) consecutive hours each may include the following:

- (1) Substitution of transcription or recordings, furnished by the Agency, if the quality of the Agency's programs received from the United States, or other point, is below the standard agreed upon between the parties, or as provided by the Agency for transmission in lieu of programs received.
- (2) Substitution of live programs provided by the Agency when the Corporation is able to make studios available for this purpose.
- (3) Recording of programs provided by the Agency for subsequent use in lieu of the Agency's programs received from the United States, or other point, when the Corporation is able to make recording facilities available for such purposes.

C. Transmitting Services

Transmission of Agency programs for a number of hours per day within a schedule of two periods of eight consecutive hours each. The Corporation's short-wave transmitting station at Woofferton, England, shall be made available for these services.

D. Variations within the limits of time herein prescribed shall be as directed by the Agency from time to time.

ARTICLE II

COST OF SERVICES

The Agency shall make the following payments to the Corporation for services satisfactorily rendered; the Corporation may at its election request payment in dollars:

A. Reception Services

1,687 pounds 10 shillings per month for two daily periods not to exceed eight (8) consecutive hours each.

B. Studio Services

1,016 pounds 13 shillings and 4 pence per month for two daily periods not to exceed eight (8) consecutive hours each.

C. Recording Services furnished in connection with Studio Services when requested by the Agency - 2 pounds per hour.

D. Transmission Services

(1) (a) 8 pounds 16 shillings per 250 KW transmitter hour and 1 pound 16 shillings and 6 pence per 50 KW transmitter hour - up to a total of 66 transmitter hours per day for the 250 KW transmitters, and up to a total of 22 transmitter hours per day for the 50 KW transmitters.

(b) 3 pounds 18 shillings for each additional 250 KW transmitter hour in excess of 66 hours per day and 11 shillings for each additional 50 KW transmitter hour in excess of 22 hours per day for

two 50 KW transmitters, provided that these additional hours are within the schedule of two daily periods not to exceed eight (8) consecutive hours each.

(2) Minimum charge 580 pounds 16 shillings per day for the 250 KW transmitters. When the 50 KW transmitters are scheduled during the daily periods an additional minimum charge of 16 pounds 15 shillings per day for the first period alone 23 pounds 16 shillings per day for the second period alone. When both periods are scheduled in the same day, 40 pounds 3 shillings per day.

(3) Standing charge 84,250 pounds per annum.

E. Renegotiation

(1) In the event any changes in these operating costs either upward or downward occur during the term of this Agreement, the compensation payable to the Corporation hereunder will be renegotiated between the parties. The adjustment shall be by agreement between the parties in accordance with the assessed direct and indirect costs incurred by the Corporation on behalf of the Agency.

(2) Changes, if any, shall be evidenced by an Amendment to this Agreement executed by the parties hereto as provided in Article XI hereof. The parties hereto undertake to give due and timely notice in writing each to the other of any impending changes which may affect the operating costs so as to require renegotiating. In any event changes upward or downward in these operating costs shall not be retroactive to any date preceding the date of the receipt of such notice.

ARTICLE III

USE OF ALTERNATE TRANSMITTING FACILITIES

The Corporation may rebroadcast the programs as stated herein from any other of its U.K. transmitting stations, if it is necessary to do so for technical reasons, subject to prior consultation and with the agreement of the Agency.

ARTICLE IV

ANNOUNCEMENTS IN ENGLISH

Announcements in English will be broadcast by the Corporation in association with all programs, at times and in forms as are agreed to between the Corporation and the Agency.

ARTICLE V

AUTHORIZED REPRESENTATIVE

A. The Deputy for Operations of the Agency's Broadcasting Service, or his designee, is hereby designated the authorized representative of the Contracting Officer (AR/CO), for the purposes of administering this Agreement.

B. The Controller of Administration External Broadcasting of the Corporation, or his designee, is hereby designated the authorized representative of the Corporation, for the purpose of administering this Agreement.

ARTICLE VI

BILLING AND PAYMENT

A. Payments shall be made on a monthly basis, upon receipt of the Corporation's certified invoices or Government vouchers, submitted.

to the United States Information Service, American Embassy, London, England, and indicating thereon this Agreement number and details of services rendered. The Corporation shall make every effort to submit certified invoices on or before the 15th day of the month following that in which the services were rendered.

B. The Corporation shall furnish such additional information as the Contracting Officer or his duly authorized representative may reasonably require, to facilitate verification of services and prompt payment of invoices. All the above documentation shall be submitted to the United States Information Service, American Embassy, London, England.

C. The Corporation will preserve for a period of not less than three (3) years after each payment by the Agency under this Agreement, all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description, pertaining to the subject matter of this Agreement.

D. If required by the Agency the Corporation shall make available for mutual inspection by its auditors and authorized representatives of the Agency such records of the Corporation as are pertinent to the transactions involved.

ARTICLE VII

NON-PERFORMANCE BY CORPORATION

If it becomes an impossibility for the Corporation to provide the services or facilities hereinbefore referred to, owing to any reason

beyond the reasonable control of the Corporation, the obligation of the Corporation to provide services and facilities as herein provided and the obligation of the Agency to make payments therefor will be suspended for as long as said impossibility continues. In such event services will be resumed as soon as possible and the term of this Agreement shall be extended for a like period of time to that during which service was suspended.

ARTICLE VIII

EFFECTIVE TERM OF THIS AGREEMENT

The term of this Agreement shall be from 1st July, 1965 to 30th June, 1975, subject to the availability of funds therefor. The Agency shall have the option (to be exercised in writing by at least one year's prior notice to the Corporation on each occasion) to renew this Agreement for two additional periods of 5 years each. At the end of such time, if the options shall have been exercised, this Agreement will continue in force until terminated by either party giving formal notice in writing to the other of its intention to terminate, effective one year after the next anniversary date of the Agreement being so terminated.

ARTICLE IX

TERMINATION

A. Notwithstanding the provisions of Article VIII hereof and of Article VII of the Construction Agreement, governing the anticipated normal continuance of the mutual arrangements provided by the two agreements, the parties hereto, appreciating the special character of their

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organization, direction and control, realize the possibility that presently unforeseen circumstances might at some future time necessitate the termination of either or both agreements by either party before the end of the specified periods of time provided therein. Under such circumstances, the provisions of Article X of the Construction Agreement shall apply, should said termination occur in the first ten year period of this Agreement.

B. In the event such unforeseen circumstances should occur after the first period of ten years provided for in Article VIII hereof but before the expiration of the second five years additional period therein provided, the parties hereto shall negotiate a satisfactory termination arrangement. In the event of failure of the parties to agree, the matter shall be handled as provided in Article XVI hereof, "DISPUTES."

ARTICLE X

INTERPRETATION OF AGREEMENT

This Agreement is to be interpreted in accordance with the law of England.

ARTICLE XI

AMENDMENTS

This Agreement supersedes Contract No. IA-9280 and amendments thereto, and the same are of no further force or effect. It shall be known as the Operating Agreement to distinguish it from the Construction Agreement and shall be numbered IA-10982. Both agreements shall remain in full force and effect until terminated or completed as provided therein respectively. No amendment or modification changing their scope or terms shall have any force or effect, unless in writing and signed by both parties.

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ARTICLE XII

OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIII

COVENANT AGAINST CONTINGENT FEES

The Corporation warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreed price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XIV

THIRD PARTY CLAIMS FOR DAMAGES

As to the operation of the modified transmitting installations and other facilities in connection therewith the Corporation shall hold and save the Agency, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property arising out of or by virtue of performance of this Agreement.

ARTICLE XV

SUBCONTRACTING

No part of the work under this Agreement may be subcontracted and no obligation or duty arising out of this Agreement may be transferred or assigned, without the prior approval of, and upon terms acceptable to the Agency. This prohibition against subcontracting shall not apply to contracts or orders for the purchase of material, supplies, etc., as distinguished from performance of the contract work hereunder.

ARTICLE XVI

DISPUTES

Should any dispute or difference arise between the parties hereto concerning the interpretation of this Agreement or any matter arising hereunder which they are unable to resolve by negotiation between themselves the same shall be submitted for negotiation and settlement between the governments of the United States and the United Kingdom.

ARTICLE XVII

DEFINITIONS

- A. The word "Agency" as used herein refers to the United States Information Agency and any of its duly authorized representatives.
B. The term "Contracting Officer" means the official who executes agreements on behalf of the Agency and his successor in office or any of his duly authorized representatives. The Contracting Officer is the only person who may make commitments on behalf of the Agency or do any formal acts on behalf of or in the name of the Agency with regard to modification

of this Agreement. The Contracting Officer may authorize any official of the Agency to represent the Agency on any matter or business under this Agreement either by a contract provision or by notifying the Corporation in writing.

C. The word "Corporation" as used herein refers to The British Broadcasting Corporation.

AS WITNESS the hands of Edward Tangye Lean as Agent for and on behalf of the Corporation and James Taylor McIlwee as Agent for and on behalf of the Agency the day and year first above written.

FOR THE UNITED STATES OF AMERICA
UNITED STATES INFORMATION AGENCY

By [Signature]
(James Taylor McIlwee)

Title Contracting Officer

FOR THE BRITISH BROADCASTING CORPORATION

By [Signature]
(Edward Tangye Lean)

Title Director of External Broadcasting

WITNESSES:

[Signature]
(Edward Chayes)

Address [Signature]
(Anthony Bostock)

Address [Signature]

KK-8. 13.

スチーパ公使館入手

8/13

DATED 10 March 1961

THE UNITED STATES INFORMATION AGENCY

- and -

THE BRITISH BROADCASTING CORPORATION

Agreement

- for -

the modification of the Corporation's short wave transmitting installations at Wofferton in the County of Salop England for the broadcasting of Voice of America transmissions.

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THE UNITED STATES INFORMATION AGENCY
AND
THE BRITISH BROADCASTING CORPORATION

This Agreement

made the
TENTH day of MARCH

One thousand nine hundred and sixty one B E T W E E N THE
UNITED STATES INFORMATION AGENCY (hereinafter referred to as
"the Agency") acting on behalf of the Government of the United
States of America of the one part and THE BRITISH BROADCASTING
CORPORATION having its principal office at Broadcasting House
Portland Place in the County of London England (hereinafter
referred to as "the Corporation") of the other part

W H E R E A S :-

- A Heretofore the parties hereto have been operating pursuant
to a Contract dated 1st July 1957 (hereinafter called "the
Operating Agreement") as extended from time to time by
Amendments of Contract between the same parties dated
respectively 15th May 1958, 10th November 1958, 23rd June 1959
and 17th July 1960
- B Under the Operating Agreement extended as aforesaid the
Corporation agrees to provide (inter alia) short wave
broadcasting facilities for the Agency at the Corporation's
short wave transmitting station at Woolferton in the County
of Salop England and associated technical areas (herein-
after referred to as "the transmitting station") for the re-
broadcasting of programmes transmitted from the United States
of America as therein provided until 30th June 1961 subject
to funds being made available for that purpose by the
Congress of the United States
- C At the request of the Agency the Corporation has agreed to
modify the short wave transmitting installations at the
transmitting station to provide the Agency with increased

Agreement"

D The Agency is authorised to enter into the Construction Agreement pursuant to the provisions of the International Information and Education Exchange Act of 1948 (Public Law 402 80th Congress); and Reorganisation Plan No. 8 of 1st August 1953

E The Corporation is authorised to enter into the Construction Agreement pursuant to the provisions of its Charter of Incorporation of 1st July 1952

N O W THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:-

ARTICLE I

SCOPE OF SERVICES

A The Corporation shall forthwith make arrangements for the modification of the existing short wave transmitting installations at the transmitting station in accordance with the specification dated the 70TH DAY OF MARCH, 1961 consisting of 5 pages 5 appendices and 9 drawings all properly identified and initialed by the parties hereto which said specification is hereto attached and made a part hereof. It is specifically understood and agreed that the said specification may hereafter be altered by agreement between the parties and shall be altered as may be required from time to time to comply with the requirements of Her Majesty's Postmaster-General with regard to the minimising of interference or with regard to any other matter within his jurisdiction. The transmitting installations provided for in the said specification are hereinafter referred to as "the modified transmitting installations"

B The Corporation shall use its best endeavours to have the modified transmitting installations in operation in accordance with its usual engineering standards in the various stages specified in the said specification within the respective periods prescribed for such stages in the said specification

ARTICLE II

Corporation in full for the cost of the work and materials involved in the modification of the transmitting station as aforesaid. At current prices this cost is estimated to be in the region of £1,340,000 (\$3,750,000) which sum shall not be exceeded by more than 10% without prior consent thereto by the Agency

ARTICLE III

PAYMENTS

The Agency shall make payments to the Corporation as follows:

1. An initial payment of £250,000 (\$700,000) at such times as funds are available to the Agency as aforesaid it being understood and agreed that the Corporation is under no obligation to proceed under the Construction Agreement until the said initial payment has been received
2. Thereafter the balance of the total cost as aforesaid incurred by the Corporation shall be paid by the Agency to the Corporation by instalments amounting to £125,000 (\$350,000) more or less as may be agreed upon from time to time between the parties hereto upon the production to the Agency of certificates by the Corporation that work on the agreed modification as aforesaid has been carried out to the value of the instalment requested. Such certificates shall include this Contract number and a statement of work and materials furnished for which reimbursement is claimed. Such additional information as may reasonably be required by the Contracting Officer or his duly authorised representative to facilitate verification of such statement of work and prompt payment of invoices will be furnished by the Corporation. All the above documentation shall be submitted to the U.S.I.S. American Embassy London England
3. The Corporation will preserve for a period not exceeding three years after the final payment by the Agency under the Construction Agreement all books records correspondence instructions plans drawings receipts vouchers and memoranda of every description pertaining to the subject matter of the Construction Agreement. At such times as shall be agreeable to

Corporation in full for the cost of the work and materials involved in the modification of the transmitting station as aforesaid. At current prices this cost is estimated to be in the region of £1,340,000 (\$3,750,000) which sum shall not be exceeded by more than 10% without prior consent thereto by the Agency

ARTICLE III
PAYMENTS

The Agency shall make payments to the Corporation as follows

1. An initial payment of £250,000 (\$700,000) at such times as funds are available to the Agency as aforesaid it being understood and agreed that the Corporation is under no obligation to proceed under the Construction Agreement until the said initial payment has been received
2. Thereafter the balance of the total cost as aforesaid incurred by the Corporation shall be paid by the Agency to the Corporation by instalments amounting to £125,000 (\$350,000) more or less as may be agreed upon from time to time between the parties hereto upon the production to the Agency of certificates by the Corporation that work on the agreed modification as aforesaid has been carried out to the value of the instalment requested. Such certificates shall include this Contract number and a statement of work and materials furnished for which reimbursement is claimed. Such additional information as may reasonably be required by the Contracting Officer or his duly authorised representative to facilitate verification of such statement of work and prompt payment of invoices will be furnished by the Corporation. All the above documentation shall be submitted to the U.S.I.S. American Embassy London England
3. The Corporation will preserve for a period not exceeding three years after the final payment by the Agency under the Construction Agreement all books records correspondence instructions plans drawings receipts vouchers and memoranda of every description pertaining to the subject matter of the Construction Agreement

6
The Corporation shall supply final audited certificates of the total expenses incurred

4. If required by the Agency the Corporation shall make available for mutual inspection by its auditors and authorized representatives of the Agency such records of the Corporation as are pertinent to the certificates involved

ARTICLE IV

TITLE

Title in the new equipment and material supplied for the modified transmitting installations shall be in the Agency during the modification and thereafter until the end of the period of ten years referred to in Article VII hereof. At the end of said period of ten years title thereto shall pass to and vest in the Corporation absolutely and the said modified transmitting installations shall thenceforth be the sole property of the Corporation. This Article is subject to the provisions of Article X hereof

ARTICLE V

ADDITIONAL LAND

Any additional land which may be required for the purpose of the modification of the transmitting station as aforesaid shall be purchased or leased as need be by the Corporation at the cost of the Agency as indicated in the said specification and any such additional land so purchased or leased shall be vested in the Corporation absolutely. No rental shall be charged to the Agency for the use or occupancy of such additional purchased land

ARTICLE VI

PROVISION FOR AMENDMENTS OF OPERATING AGREEMENT

A It is anticipated that individual units comprising the modified transmitting installations may come into full operation before the completion of the entire modification provided for in the Construction Agreement. As such units become operative the parties hereto shall amend the Operating Agreement to provide for payment upon terms and conditions applicable to the revised short wave broadcasting

B When the modified transmitting installations have been completed pursuant to the specification referred to in Article I hereof a new Operating Agreement shall be entered into between the parties. The new Operating Agreement shall embody the amendments that may then be pertinent and shall set forth the terms and rates applicable from the beginning of the period of ten years referred to in Article VII hereof. These rates may be adjusted from time to time by agreement between the parties in accordance with the assessed direct and indirect costs incurred by the Corporation in operating the said modified installations on behalf of the Agency —

ARTICLE VII

DURATION OF AGREEMENT

Operation of the modified transmitting installations shall be for the primary use of the Agency for a period of ten years from the completion thereof. Thereafter at the option of the Agency (to be exercised in writing by at least one year's prior notice to the Corporation) such primary use shall continue for two additional periods of 5 years each. At the end of said second period of 5 years such primary use shall continue in force except that thereafter either party may terminate the Construction Agreement by giving formal notice in writing to the other of its intention to terminate effective one year after the next anniversary of the date established by the first sentence of this Article

ARTICLE VIII

OPERATIONS TO BE IN ACCORDANCE WITH REQUIREMENTS
OF H.M. POSTMASTER-GENERAL

A The modified transmitting installations shall be operated at all times in accordance with such requirements and conditions as to the minimising of interference or as to any other matter within his jurisdiction as Her Majesty's Postmaster-General may from time to time specify and the Agency agrees to reimburse to the Corporation the additional cost (if any) of operating including adapting as necessary

the Corporation for the purpose of providing the revised facilities hereinbefore mentioned on frequencies already cleared with Her Majesty's Postmaster-General for the use of Voice of America transmissions or such other frequencies as may be cleared hereafter with Her Majesty's Postmaster-General aforesaid

ARTICLE IX

USE OF FACILITIES BY THE CORPORATION

Subject to all Voice of America requirements being satisfied under the Operating Agreement extended as aforesaid or as revised pursuant to Articles VI and VII hereof the Corporation shall be entitled to use the modified transmitting installations for its own purposes and at no expense to the Agency

ARTICLE X

TERMINATION

- A Notwithstanding the provisions of Article VII hereof governing the anticipated normal continuance of the mutual arrangements provided by the Construction Agreement the parties hereto appreciating the special character of their organisation direction and control realise the possibility that presently unforeseen circumstances might at some future time necessitate the termination of the Construction Agreement by either party after the completion of the modified transmitting installations but before the end of the ten year period provided for in Article VII hereof. Under such circumstances it is hereby agreed that the same may be accomplished subject to the provisions of this Article
- B The Agency may terminate upon giving to the Corporation at least six months' prior notice in writing to that effect whereupon the title to the modified transmitting installations shall vest in the Corporation
- C The Corporation may terminate upon giving to the Agency at least six months' prior notice in writing to that effect whereupon the Corporation may either:
1. reimburse the Agency the total cost paid by the Agency

transmitting installations were brought into complete operation or pay to the Agency such other sum as may be agreed between the parties whereupon sole and absolute title to the modified installations is to vest in the Corporation or alternatively _____

2. require that the Agency should remove at its cost the ne equipment installed in accordance with Article I hereof whereupon the Corporation will renounce all claims to any right title or interest in the same. The Corporation shall assume full responsibility for any costs which may be incurred in putting the transmitting station back into operating condition _____

3. In either event the Corporation will refund to the Agency any sum of money paid by the Agency for the acquisition of additional land pursuant to Article V hereof _____

ARTICLE XI

JURISDICTION

The Construction Agreement is to be interpreted in accordance with the law of England _____

ARTICLE XII

DISPUTES

Should any dispute or difference arise between the parties hereto concerning the interpretation of the Construction Agreement or any matter arising hereunder which they are unable to resolve by negotiation between themselves the same shall be submitted for negotiation and settlement between the governments of the United States and the United Kingdom _____

ARTICLE XIII

AUTHORIZED REPRESENTATIVES

A The Engineering Manager International Broadcasting Service of the Agency is hereby designated as the authorized representative of the Contracting Officer for the sole purpose of administering the Construction Agreement _____

B The Director of Engineering for the time being or his authorized Deputy is hereby designated as the _____

Information Agency and any of its duly authorized representatives

B The term "Contracting Officer" means the official who executes agreements on behalf of the Agency and his successor in office. The Contracting Officer is the only person who may make commitments on behalf of the Agency or do any formal acts on behalf of or in the name of the Agency with regard to modification of the Construction Agreement. The Contracting Officer may authorize any official of the Agency to represent the Agency on any matter or business under the Construction Agreement either by a contract provision or by notifying the Corporation in writing

C The word "Corporation" as used herein refers to The British Broadcasting Corporation

AS WITNESS the hands of Sir John Beresford Clark as Agent for and on behalf of the Corporation and CLARA W. HOFFMAN as Agent for and on behalf of the Agency the day and year first above written

WITNESSES:
FOR THE UNITED STATES OF AMERICA
UNITED STATES INFORMATION AGENCY

By [Signature]
Name: CLARA W. HOFFMAN
Title: ACTING CHIEF CONTRACTOR
PRODUCTION DIVISION
CONTRACTING OFFICE

FOR THE BRITISH BROADCASTING CORPORATION

By [Signature]
Name: Sir John Beresford Clark
Title: Director of External Broadcasting

Address: 100 St. Leonards Wood
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秘密表示(朱印)
極 秘
 無 期 限
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館長直報

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文書課長

公 信 案 (分組)

公信 番号 米1146号	第 1146 号	公信 日付 昭和44年8月25日
大 臣 政務次官 事務次官 外務審議官 外務審議官 官 房 長	主 管 アメリカ局長 参 事 官 北米第一課長	起案 昭和44年8月25日 起案者 千尋 電話番号 443
協 議 先 米下田大使		
受 信 者 在米下田大使	発 信 者 愛知大臣	
写 送 付 先	(希望発送日) 8月25日	
件 名 沖縄返還問題(VOA取扱)記録等送付		
GA-2	25 262 外務省	回覧番号

米工1146号

昭和44年8月25日

在米大使殿

外務大臣

沖縄返還問題(VOA取扱)記録等送付
 8月13日、東郷アメリカ局長・スティーブ大使
 会談録及び右会談録中の言及等につき
 VOAに因り説明振り(別添1)呈各/部
 別添送付す。
 なお、上記何れも外部に對し厳に秘
 匿し、念のため、
 追って上記会談録等は、在米公館長會議

GA-4

外務省

に出席するに當り、北米第一課
 参事官に携行せしめ、同参事
 官に受領せられた。

付属添付