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### 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) 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 the five-year period referred to in paragraph 2 above, the value of Okinawa traffic rights of the United States airlines referred to therein shall not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended. However, 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
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Japanese Draft May 15, 1971

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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.

#### SCHEDULI

- (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.

\*\*\* Continuation of traffic rights at Naha after the fiveyear period from the date of reversion of Okinawa to Japan shall be subject to agreement between the two Governments. Japanese Draft-revised May 17, 1971

### MEMORANDUM OF UNDERSTANDING

- 2. The four United States airlines may 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) 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.

Continuation of traffic rights at Naha after five years from the date of reversion of Okinawa to Japan shall be subject to agreement between the two Government.

Japanese Draft--revised May 17, 1971

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

With reference to paragraphs 2 and 3 of the Memorandum of Understanding of \_\_\_\_\_\_\_\_, 1971 on the question of air services for Okinawa, it is agreed that, if the Government of the United States of America were to exercise its rights to designate an additional carrier to the routes described in paragraph 2 other than the carriers already operating on such routes, the traffic rights of such carrier would be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended.

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# # 沙耀迢迢	体理 (航空集)法	<i>(</i> )
GA-2	18 外務省	回宴古号

料局和982号 昭和46年5月18日

務 大 臣

沖縄逐還問題(航空尉祭)

引用公·電信 5月12日/寸挂信米北/合米/883号

1. 胃頭生气 别添2.06. 同3. K 对心. 5月/4日

米側入り 修正了解觉書景《心 附落修正交换公文 

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妥らず、了解覚害美のみ3項1、5季後1、日本期1 LUの要請により協議が旨の後が並びになる 主全《削除证本交换基础(附着主念)案主 提業数となどのである。 上記1. 9 米側修正案 81 月期挂信别路 9 日本則業と主めぐる 5月15日の福参古で、ランラ 参享会读《概要日 别定 电报生参照录》 理の上、5月17日 再がま了合せることといているところ。 上記分談の結果といてめかるで整理した 終心業生到機力のとおり送付する。 (なお、5月17日の打合せの話果については、上海 する。)

外務省

(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 0 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.

Japanese Draft May 15, 1971

# Agreed Minutes

	with reference to paragraphs 2 (4) and 3 of the Memorandum
	of Understanding dated,1971 signed by,
	it is agreed that the Government of the United States of America
	may replace Continental/Air Micronesia by Pan American World
~	Airways, Inc. as an alternate airline authorized by the United
)	States aeronautical authorities as a result of the pending
	case.
~	Tokyo,,1971.
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