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46.5.17 米畑修心集

(月夜測付し、修心集の
同時、検討す。)

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(日本列島 5.15 時 の 60 E 程度
同時に 検討 あり)

MEMORANDUM OF UNDERSTANDING

U.S. DRAFT

46.5.17

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 US-Japan Civil Air Transport Agreement, as amended, will be amended in accordance with ^{in exchange of} ~~the~~ diplomatic notes ~~attached~~ effective with the date of reversion of Okinawa to Japan.

2. The four United States airlines shall from the date of reversion of Okinawa to Japan, 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

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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. ~~Following this five-year~~

If, in accordance with the right of multiple designation conferred by Article 4 of the Civil Air Transport Agreement, 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 Civil Air Transport Agreement.

4. Following this five-year period, the overall balance of benefits will include the value of all Okinawan traffic rights. The two Government will consult at the

end of the five-year period to determine whether the overall balance of benefits, including the value of Okinawa traffic rights, warrants modification of the route schedule of the agreement.

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The following diplomatic notes will be exchanged
^{upon}
~~effective~~ with the date of reversion of Okinawa to Japan:

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* 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 question of continuation of traffic rights at Naha shall be agreed upon between the two Governments prior to the end of five years after the reversion of Okinawa to Japan.

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AGREED MINUTE TO THE MEMORANDUM OF
UNDERSTANDING ON THE QUESTION OF AIR
SERVICES FOR OKINAWA (US DRAFT MAY 17, 1971)

Re 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 USG designates any carrier (S) to the routes described in paragraph 2 other than the two carriers already operating on such routes, the traffic rights of such carrier (S) shall be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended. However, if, as a resolution of the pending Pacific Island Local Service Investigation, the USG were to designate an alternate US carrier to Naha, the traffic rights of this carrier would not be taken into account when reviewing the overall balance of benefits under the Civil Air Transport Agreement, as amended.