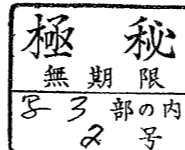




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CONFIDENTIAL

The Memorandum of Understandings

The attached documents on (I) Labor, (II) Air Traffic Control, (III) Telecommunications and (IV) Frequencies contain the understandings reached between the representatives of the two Governments which will be adopted as appropriate through the Joint Committee provided for in Article XXV of the Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan.

Tokyo, June , 1971

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Bunroku Yoshino

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Richard L. Sneider

(I) LABOR

1. Application of MLC, MC and IHA

Upon reversion, with the application of the SOFA to Okinawa without modification, the Japanese employees of the United States armed forces (including non-appropriated fund organizations) on Okinawa will come to be employed under the Master Labor Contract, the Mariner Contract or the Indirect Hire Agreement as in mainland Japan.

2. Administrative Costs

With respect to administrative costs incurred by the Government of Japan in providing personnel and assuming administrative responsibilities under the Master Labor Contract and the Mariner Contract which are paid by the Government of the United States of America under these Contracts and with the efficiency of such administration increasing with the cooperation of the Government of the United States of America, the costs to be paid to the Government of Japan by the Government of the United States of America will be calculated on the basis of a ratio of one labor administration employee to one hundred Japanese employees of the United States armed forces to which will be added the mutually agreed non-personnel expenses for labor administration.

3.

3. Health Insurance Society

With respect to the application of the Health Insurance Law of Japan to the Japanese employees of the United States armed forces on Okinawa (including non-appropriated fund organizations) after reversion, a health insurance society may be established to administer health insurance for such employees apart from the Health Insurance Society for the Japanese employees of the United States armed forces in mainland Japan, provided that it fulfils the requirements set forth under the relevant laws and regulations of Japan.

4. Preparations for Reversion

The two Governments will consult each other as necessary in order to proceed smoothly with the measures to be taken in preparation for the application of the Master Labor Contract, the Mariner Contract and the Indirect Hire Agreement to Okinawa upon reversion, including the training of those who will be employed by the Defense Facilities Administration Agency in Okinawa upon reversion.

(II) Air Traffic Control

1. Basic Concept

Upon reversion of Okinawa to Japan, the Government of Japan will have the authority for administration and operation of Air Traffic Control System in Okinawa. Until such time, however, when performance of Air Traffic Service and operation and maintenance of air navigation facilities by the Government of Japan become possible, these functions will be carried out by the United States Government under the current Air Traffic Control procedures.

2. Enroute Traffic Control

a. The Government of Japan will perform Enroute Traffic Control Service after necessary measures are taken, including establishment of its own Enroute Traffic Control facilities with radar equipment for Air Route Surveillance, deployment and training of the required personnel and completion of necessary procedures.

b. Enroute Traffic Control Service by the Government of Japan will commence not later than two years after the day of reversion. Should the commencement be delayed beyond the above period, interim measures will be worked out through consultation between the two Governments.

c. The Okinawa Flight Information Region (FIR) will be maintained as a separate FIR from Tokyo FIR. However, the boundaries of Okinawa FIR will be subject to necessary adjustments.

3. Approach Control

It is agreed that the United States Government perform Approach Control Service at airfields as may be used as Facilities and Areas by the United States forces in Okinawa after reversion. As to the extent that such Approach Control Service is to be performed, consultations will be held between the two Governments taking into consideration the air traffic safety in the area.

4. Naha Airport

The Government of Japan will perform Air Traffic Control Service at Naha Airport. Detailed arrangement will be worked out through consultations between the two Governments.

5. International Aeronautical Communications System

a. Upon reversion, the Government of Japan will perform International Aeronautical Communications Service in Okinawa.

b. With respect to facilities necessary for the above service, the Government of Japan will acquire their ownership upon reversion and will thereafter maintain such facilities.

6.

6. Operation and Maintenance of Air Navigation Facilities

a. Of the Air Navigation facilities established mainly for Enroute Traffic Control in Okinawa, the Government of Japan will undertake the operation and maintenance of NDBs (Okino NDB and Miyako NDB) and VORTACs (Okino VORTAC and Miyako VORTAC) not later than six and twelve months after reversion respectively. The necessary details concerning equipment related to the above Air Navigation facilities will be subject to further consultations between the two Governments.

b. Air Navigation facilities related to airports on remote islands (air/ground communications facilities, inter-islands communications-navigation system and NDBs on Minamidaito Jima, Kume Jima, Ishigaki Jima and Yonaguni Jima) will be transferred to the Government of Japan upon reversion, and the Government of Japan will thereafter conduct the operation and maintenance of these facilities.

7. Responsibility for Flight Inspection

The Government of Japan will perform flight inspections for Air Navigation facilities which the Government of Japan operates and maintains.

8. Others

a. The United States Government will cooperate with the Government of Japan in conducting the necessary

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on-the-job training of personnel to be assigned for Air Traffic Service and in taking other measures including on-the-spot surveys needed for establishment of Air Navigation facilities and coordination with the local U.S. authorities.

b. Detailed arrangements concerning the preceding paragraphs will be worked out at the STG/ATC Subcommittee or between other designated Government authorities of Japan and the United States.

(III) Telecommunications

(1) Telecommunications Services

Telecommunication services for the U.S. forces in Okinawa after reversion will be rendered by the Nippon Telegraph and Telephone Public Corporation (NTTPC) in accordance with the Report from the Technical Working Group of the Telecommunications-Electronics Subcommittee, SOFA Task Group, dated 17 May 1971, and the Basic Understanding attached thereto.

(2) Inter-base Telecommunications Cables

In accordance with the provisions of the Status of Forces Agreement and the Telecommunications-Electronics Agreement concluded thereunder:

- (a) the Government of Japan will take necessary measures within the scope of applicable laws and regulations to provide rights of way for the existing U.S.-owned telecommunications cables between the facilities and areas to be provided for use by the U.S. forces in Okinawa after reversion; and,
- (b) the U.S. Government will have the responsibility for operation and maintenance of the cables and the right of access thereto for the purpose of maintenance, modification, inspection, replacement and removal of the cables.

For the implementation of the above, the detailed arrangements will be made between the two Governments concerning the necessary liaison and coordination for the operation and maintenance of the cables by the U.S. forces and for the maintenance and improvement of roads and other measures to be taken by the Japanese authorities.

(3) Electronic Interference

In accordance with the provisions of the Status of Forces Agreement and the Telecommunications-Electronics Agreement concluded thereunder, the Government of Japan will, within the scope of applicable laws and regulations, take all reasonable measures to avoid or eliminate interference with telecommunications electronics required by the U.S. forces in Okinawa after reversion.

(a) The U.S. forces telecommunications electronics mentioned above will be those operated in the following 6 communications facilities, and such other communications facilities as may be mutually agreed upon, to be provided for use by the U.S. forces in Okinawa after reversion.

~~Bolo Point Receiver Facility~~  
~~Hanza Receiver Facility~~  
~~Torii Station Receiver Facility~~  
~~Sobe Receiver Facility~~  
~~Camp Chanon Communications Facility~~  
~~Oana Point Administration Annex~~

(b) Technical criteria and conditions necessary for avoiding or eliminating interference with telecommunications electronics will be decided on a case-by-case basis through mutual consultation.

(c) An appropriate procedure for liaison and consultation will be established with a view to dealing with such interference with telecommunications electronics.



(3) Electronic Interference

In accordance with the provisions of the Status of Forces Agreement and the Telecommunications-Electronics Agreement concluded thereunder, the Government of Japan will, within the scope of applicable laws and regulations, take all reasonable measures to avoid or eliminate interference with telecommunications electronics required by the U.S. forces in Okinawa after reversion.

(a) The U.S. forces telecommunications electronics mentioned above will be those operated in the following 6 communications facilities, and such other communications facilities as may be mutually agreed upon, to be provided for use by the U.S. forces in Okinawa after reversion.

Polo Point Trainfire Range  
Sobe Communication Site  
Torii Communication Station  
Shinzato Communication Site  
Onna Communication Site

(b) Technical criteria and conditions necessary for avoiding or eliminating interference with telecommunications electronics will be decided on a case-by-case basis through mutual consultation.

(c) An appropriate procedure for liaison and consultation will be established with a view to dealing with such interference with telecommunications electronics.

(4) Radio Propagation Blockage

In accordance with the provisions of the Status of Forces Agreement and the Telecommunications-Electronics Agreement concluded thereunder, the Government of Japan will, within the scope of applicable laws and regulations, take all reasonable measures to avoid or eliminate radio propagation blockage of radio transmission paths of U.S. military communication systems in Okinawa after reversion.

For this purpose:

(a) The Government of the United States of America will provide the Government of Japan with the appropriate information concerning radio transmission paths of U.S. military communication systems in Okinawa.

(b) The Government of Japan will notify the U.S. of planned construction of buildings and other structures higher than 31 meters on the ground projection of those paths. The U.S. will evaluate the planned construction and notify the Government of Japan whether blockage will occur.

(c) In case it is found that the planned construction will cause radio propagation blockage to radio transmission paths, the two Governments will consult for the purpose of finding possible and necessary measures of solution.

(IV) Frequencies

(1) Allocation of Frequencies

With respect to frequencies to be allocated for use by the U.S. forces in Okinawa after reversion, the Government of Japan and the United States Government will compile a list of the agreed upon assignments in accordance with the existing procedures and conditions specified in Telecommunications-Electronics Agreement concluded under the Status of Forces Agreement.

(2) Auxiliary Military Radio Stations

The provisions of Article III (Auxiliary Military Radio Stations Operating in the Amateur Band), Chapter II (Frequencies) of Telecommunications-Electronics Agreement concluded under the Status of Forces Agreement will be applicable to auxiliary military radio stations operated in the amateur band by personnel of the U.S. forces, including the civilian component thereof, in Okinawa after reversion, with the following understanding:

Of paragraph 7. of the above Article,

- a. "US Houses" is to be construed to mean "houses in which such stations are located at the time of reversion";
- and,
- b. "in the near future" is understood to mean "within 2 years after reversion".