

No. 2862

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**UNITED STATES OF AMERICA  
and  
JAPAN**

**Civil Air Transport Agreement (with schedule). Signed  
at Tokyo, on 11 August 1952**

**Exchange of notes constituting an agreement relating to the  
provisional application of the above-mentioned Agree-  
ment. Tokyo, 11 August 1952**

**Exchange of notes constituting an agreement amending the  
schedule to the above-mentioned Civil Air Transport  
Agreement. Tokyo, 15 September 1953**

*Official texts: English and Japanese.*

*Registered by the United States of America on 12 July 1955.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
JAPON**

**Accord relatif aux transports aériens civils (avec tableau).  
Signé à Tokyo, le 11 août 1952**

**Échange de notes constituant un accord relatif à l'applica-  
tion provisoire de l'Accord susmentionné. Tokyo,  
11 août 1952**

**Échange de notes constituant un accord modifiant le tableau  
joint à l'Accord susmentionné relatif aux transports  
aériens. Tokyo, 15 septembre 1953**

*Textes officiels anglais et japonais.*

*Enregistrés par les États-Unis d'Amérique le 12 juillet 1955.*

No. 2862. CIVIL AIR TRANSPORT AGREEMENT<sup>1</sup> BETWEEN  
THE UNITED STATES OF AMERICA AND JAPAN.  
SIGNED AT TOKYO, ON 11 AUGUST 1952

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The Government of the United States of America and the Government of Japan,

Desiring to conclude an agreement for the purpose of promoting civil air transport between their respective territories,

Have accordingly appointed their respective representatives for this purpose, who have agreed as follows :

*Article 1*

Each Contracting Party agrees that the principles and provisions of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944,<sup>2</sup> applicable to the international navigation of aircraft shall, to the extent to which they are applicable to the air services provided for in the present Agreement, be observed by both parties.

*Article 2*

For the purpose of the present Agreement, except where the text provides otherwise :

(a) The term "aeronautical authorities" shall mean in the case of Japan, the Ministry of Transportation and any person or agency authorized to perform the functions of the said Ministry and, in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions of the said Civil Aeronautics Board.

(b) The term "designated airlines" shall mean those airlines which one of the Contracting Parties has designated in writing to the other Contracting Party in accordance with Article 4 of the present Agreement for the routes specified in such designation.

(c) The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that State.

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<sup>1</sup> Applied provisionally from 11 August 1952 (see exchange of notes, p. 80 of this volume), and came into force on 15 September 1953 by an exchange of notes indicating the approval of the agreement on behalf of both Contracting States, in accordance with article 20.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346; Vol. 51, p. 336; Vol. 139, p. 469; Vol. 178, p. 418, and Vol. 199, p. 362.

(d) The definitions contained in paragraphs (a), (b), (c) and (d) of Article 96 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944, shall be applied to the present Agreement.

### *Article 3*

Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement necessary for establishing international air services on the routes specified in the appropriate paragraph of the Schedule<sup>1</sup> attached thereto or as amended in accordance with Article 16 of the present Agreement (hereinafter called "agreed services" and "specified routes" respectively).

### *Article 4*

(A) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted under Article 3 of the present Agreement, but not before

1. the Contracting Party to whom the rights have been granted has designated an airline or airlines for the specified routes, and
2. the Contracting Party granting the rights has given the appropriate operating permission to the airline or airlines concerned; which it shall, subject to the provisions of paragraph (B) of this Article and of Article 9, be bound to grant without undue delay.

(B) Each of the designated airlines may be required to qualify before the competent aeronautical authorities of the other Contracting Party granting the rights, under the laws and regulations normally applied by those authorities before being permitted to engage in the operations contemplated by the present Agreement.

### *Article 5*

(A) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges :

1. To fly without landing across the territory of the other Contracting Party;
2. To make stops in the said territory for non-traffic purposes; and
3. To make stops in the said territory at the points specified for that route in the Schedule attached hereto for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

<sup>1</sup> See p. 78 of this volume.

(B) Each Contracting Party retains the right to refuse permission to the aircraft of the other Contracting Party to take on in its territory passengers, cargo or mail carried for remuneration or hire and destined for another point in its territory.

#### *Article 6*

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that :

(a) Each of the Contracting Parties may impose or permit to be imposed on the designated airlines of the other Contracting Party just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils, spare parts (assembled or unassembled), other consumable technical supplies, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of the other Contracting Party or its nationals and intended solely for use of the designated airlines of the latter Contracting Party in providing the agreed services shall, subject to regulations prescribed by the appropriate authorities of the first Contracting Party, be exempt on a basis of reciprocity from all national duties or charges, including customs duties and inspection fees.

(c) Fuel, lubricating oils, spare parts (assembled or unassembled), other consumable technical supplies, regular equipment and aircraft stores taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other and used in the agreed services shall be exempt on a basis of reciprocity from customs duties, excise taxes, inspection fees or other national duties or charges, subject to regulations prescribed by the appropriate authorities of the latter Contracting Party.

(d) Fuel, lubricating oils, spare parts (assembled or unassembled), other consumable technical supplies, regular equipment and aircraft stores retained on board aircraft of the designated airlines of one Contracting Party authorized to operate the agreed services on the specified routes shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt on a basis of reciprocity, from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

*Article 7*

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

*Article 8*

(A) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entrance into or departure from or while within the territory of the first Contracting Party.

(B) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the aircraft of the airlines designated by the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

*Article 9*

(A) Each Contracting Party reserves the right to withhold or revoke the privileges specified in paragraph (A) of Article 5 of the present Agreement enjoyed or to be enjoyed by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise by the airline of those privileges, in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party.

(B) Each Contracting Party reserves the right to suspend the exercise by an airline designated by the other Contracting Party of the privileges referred to in paragraph (A) above, in any case where the airline fails to comply with the

laws and regulations referred to in Article 8 of the present Agreement, or in case of failure of the airline or the Government designating it to perform its obligations under the present Agreement; provided that, unless immediate suspension is essential to prevent further infringements of such laws and regulations, or for reasons of safety, this right shall be exercised only after consultation with the other Contracting Party.

#### *Article 10*

There shall be fair and equal opportunity for the airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

#### *Article 11*

In the operation by the designated airlines of either Contracting Party of the agreed services, the interests of the designated airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

#### *Article 12*

The agreed services available hereunder to the public shall bear a close relationship to the requirements of the public for such services and shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which the airline providing such services is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the specified routes shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related :

(a) To traffic requirements between the country of which the airline is a national and the countries of ultimate destination of the traffic;

(b) To the requirements of through airline operation; and

(c) To the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### *Article 13*

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant

factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates to be charged by the airlines of either Contracting Party between points in the territory of the United States and points in the territory of Japan referred to in the attached Schedule shall, consistent with the provisions of the present Agreement, be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under the present Agreement within the limits of their legal powers.

(C) Any rate proposed by the airline or airlines of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(D) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period of three years beginning July 1, 1952, any rate agreements involving United States airlines, concluded through this machinery during this period and during subsequent periods for which the Board may similarly approve such machinery, will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Japan pursuant to the principles enunciated in paragraph (B) above.

(E) The Contracting Parties agree that the procedures described in paragraphs (F), (G) and (H) of this Article shall apply :

1. If, during the period of the Civil Aeronautics Board's approval of the IATA traffic conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party, or a conference of IATA is unable to agree on a rate, or

2. At any time no IATA machinery is applicable, or

3. If either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Article.

(F) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport

of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if in the judgment of the aeronautical authorities of the Contracting Party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiration of the first fifteen (15) of the thirty (30) days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will exercise its best efforts to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any rate proposed by the airline or airlines of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiration of the first fifteen (15) of the thirty (30) day period referred to in paragraph (C) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiration of such thirty (30) days, the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(H) When in any case under paragraphs (F) and (G) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time



upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, both Contracting Parties shall submit the question to the International Civil Aviation Organization for an advisory report, and each party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

#### *Article 14*

It is the intention of both Contracting Parties that there should be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

#### *Article 15*

(A) Except as otherwise provided in the present Agreement, any dispute between the Contracting Parties relating to the interpretation or application of the present Agreement, which cannot be settled through consultation, shall be submitted for an advisory report to a tribunal of three arbitrators, one to be designated by each Contracting Party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Contracting Party to the other Contracting Party of a diplomatic note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months.

If either of the Contracting Parties fails to designate its own arbitrator within two months, or if the third arbitrator is not agreed upon within the time limit indicated, the President of the International Court of Justice shall be requested to make the necessary appointments by choosing the arbitrator or arbitrators.

(B) The Contracting Parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. A moiety of the expenses of the arbitral tribunal shall be borne by each party.

#### *Article 16*

(A) In the event either of the Contracting Parties considers it desirable to modify the Schedule attached hereto, it may request consultation between the competent aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty (60) days from the date of the request. When these authorities mutually agree on a new or revised Schedule, their

recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

(B) Changes made by either Contracting Party in the specified routes, except those which change the points served by its airline in the territory of the other Contracting Party, shall not be considered as modifications of the Schedule. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other Contracting Party.

If such other Contracting Party finds that, having regard to the principles set forth in Article 12 of the present Agreement, the interests of its airline or airlines are prejudiced by the carriage by the airline or airlines of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the two Contracting Parties shall consult with each other with a view to arriving at a satisfactory agreement.

(C) Either Contracting Party may at any time request consultation with the other for the purpose of amending the present Agreement, such consultation to begin within a period of sixty (60) days from the date of the request.

#### *Article 17*

If a general multilateral air transport convention accepted by both Contracting Parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such convention.

#### *Article 18*

Either of the Contracting Parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such notice is given, the present Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless by agreement between the Contracting Parties the notice under reference is withdrawn before the expiration of that period. If the other Contracting Party fails to acknowledge receipt, notice shall be deemed as having been received fourteen (14) days after its receipt by the International Civil Aviation Organization.

#### *Article 19*

The present Agreement, all contracts connected therewith and any exchange of diplomatic notes in accordance with Article 16 shall be registered with the International Civil Aviation Organization.

*Article 20*

The present Agreement will be approved by each Contracting Party in accordance with its legal procedures and the Agreement shall enter into force upon an exchange of diplomatic notes indicating such approval.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Tokyo, this 11th day of August, 1952, in duplicate in the English and Japanese languages, both equally authentic.

[SEAL]

For the United States of America :  
Robert MURPHY

[SEAL]

For Japan :  
Katsuo OKAZAKI

## SCHEDULE

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 air routes specified via intermediate points, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph :

1. From the United States, including Alaska, via intermediate points in Canada, Alaska and the Kurile Islands, to Tokyo and beyond.
2. From the United States, including its territorial possessions, via intermediate points in the Central Pacific, to Tokyo and beyond.
3. From Okinawa to Tokyo.\*

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

1. From Japan, via intermediate points in the Central Pacific, to Honolulu and San Francisco, and beyond.
2. From Japan, via intermediate points in the North Pacific and Canada, to Seattle.
3. From Japan to Okinawa.\*<sup>1</sup>

Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

\* In granting these routes, the respective Contracting Parties are cognizant of the provisions of Article 3 of the Treaty of Peace<sup>2</sup> 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.

<sup>1</sup> See p. 86 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 136, p. 45; Vol. 163, p. 385; Vol. 184, p. 358, and Vol. 199, p. 344.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
JAPAN RELATING TO THE PROVISIONAL APPLICA-  
TION OF THE CIVIL AIR TRANSPORT AGREEMENT.<sup>2</sup>  
TOKYO, 11 AUGUST 1952

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*The American Ambassador to the Japanese Minister for Foreign Affairs*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA  
AMERICAN EMBASSY, TOKYO

No. 296

August 11, 1952

Excellency :

I have the honor to refer to Article 20 of the Civil Air Transport Agreement between the United States of America and Japan, signed at Tokyo on August 11, 1952,<sup>2</sup> which provides that the Agreement shall enter into force upon the exchange of diplomatic notes indicating that the two Contracting Parties have approved the Agreement in accordance with their respective legal procedures.

In view of the desirability of establishing as soon as possible the relations between the two countries in matters of civil air transport, the Government of the United States of America undertakes, within the limit of its constitutional powers, to make effective the provisions of the said Agreement as of today's date pending the exchange of the above-mentioned notes.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Robert MURPHY

His Excellency Katsuo Okazaki  
Minister for Foreign Affairs  
Tokyo

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<sup>1</sup> Came into force on 11 August 1952 by the exchange of the said notes.

<sup>2</sup> See p. 60 of this volume.

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

August 11, 1952

Jyo 1, No. 510

Your Excellency Ambassador Robert D. Murphy  
of the United States of America

I have the honor to write this letter.

With regard to the Civil Air Transport Agreement signed between Japan and the United States of America today in Tokyo, this Minister, considers that this Agreement, in accordance with Art. 20, shall take effect contingent on the exchange of official notes by both nations notifying approval pursuant to the procedures under the domestic laws of each signatory, and that establishment and promotion of relations between both nations in connection with civil air transportation is most desirable.

Hence, this Minister has the honor to inform Your Excellency that the Japanese Government promises to enforce the stipulations of the Agreement from the date of signing within the scope of its authority under the Constitution, pending the exchange of official notes as provided in Art. 20 and the approval as provided in the same article.

In forwarding this letter, this Minister extends his most cordial respects to Your Excellency.

[SEAL]

Katsuo OKAZAKI  
Minister for Foreign Affairs

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND JAPAN AMENDING THE SCHEDULE TO THE CIVIL AIR TRANSPORT AGREEMENT.<sup>2</sup> TOKYO, 15 SEPTEMBER 1953

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[TRANSLATION<sup>4</sup> — TRADUCTION<sup>5</sup>]

*The Japanese Minister for Foreign Affairs to the American Ambassador*

September 15 1953

Excellency,

I have the honor to refer to the Civil Air Transport Agreement between Japan and the United States of America, signed on August 11, 1952, which has entered into force this day, and to inform Your Excellency that the Government of Japan proposes that Route 3 in the Schedule attached thereto, to be operated by the airline or airlines of Japan, be modified to read as follows:—

3. From Japan to Okinawa and beyond.\*

If this proposal is acceptable to your Government, I have the honor to suggest that this Note and Your Excellency's reply accepting this proposal be regarded, in accordance with paragraph (A) of Article 16 of the said Agreement, as constituting an agreed modification of the Schedule to the extent specified in these Notes, such modification to be effective from the date of Your Excellency's reply.

Katsuo OKAZAKI

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<sup>1</sup> Came into force on 15 September 1953 by the exchange of the said notes.

<sup>2</sup> See p. 78 of this volume.

<sup>3</sup> For the Japanese text of this note, see p. 88 of this volume.

<sup>4</sup> Translation by the Government of the United States of America.

<sup>5</sup> Traduction du Gouvernement des États-Unis d'Amérique.

## II

*The American Ambassador to the Japanese Minister for Foreign Affairs*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 390

Tokyo, September 15, 1953

Excellency :

I have the honor to acknowledge receipt of Your Excellency's Note of September 15, 1953, in which Your Excellency has informed me as follows :

[See note I]

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, is regarded as constituting an agreed modification of the Schedule to the extent specified in these Notes, such modification to be effective from this date.

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

John M. ALLISON

His Excellency Katsuo Okazaki  
Minister for Foreign Affairs  
Tokyo