

No. 12816

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**UNITED STATES OF AMERICA  
and  
JAPAN**

**Exchange of notes constituting an agreement to establish,  
operate and maintain an OMEGA navigational station  
in Japan. Tokyo, 15 August 1972**

*Authentic texts: English and Japanese.*

*Registered by the United States of America on 21 November 1973.*

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

**Échange de notes constituant un accord relatif à l'installa-  
tion, au fonctionnement et à l'entretien d'une station  
« OMEGA » d'aide à la navigation au Japon. Tokyo,  
15 août 1972**

*Textes authentiques : anglais et japonais.*

*Enregistré par les États-Unis d'Amérique le 21 novembre 1973.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND JAPAN  
TO ESTABLISH, OPERATE AND MAINTAIN AN OMEGA  
NAVIGATIONAL STATION IN JAPAN

I

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

Tokyo, August 15, 1972

No. 499

Excellency,

I have the honor to refer to the OMEGA Navigational Stations established in the United States of America and elsewhere which have already proven to be effective as aids to navigation of ships and aircraft, and to state that, in view of the geographical site potentialities of Japan and in order to enlarge the effective coverage of the said aids to navigation, the Government of the United States of America invites the Government of Japan to establish, operate and maintain an OMEGA Navigational Station in Japan (hereinafter designated the "Station") in accordance with the following provisions:

1. The Government of Japan will, without cost to the Government of the United States of America except as provided for in paragraphs 2 and 3 hereof, construct, operate and maintain the Station in accordance with the relevant laws and regulations and within the limit of budgetary appropriations of Japan.

2. (a) The Government of the United States of America will make available without cost to the Government of Japan the following equipment for the Station:

- (i) Two OMEGA transmitters;
- (ii) The electronic timing gear; and
- (iii) The helix, variometers, and their associated control equipment.

(b) The Government of the United States of America will deliver the above equipment without cost to the Government of Japan at such time and place in Japan as may be agreed upon by the appropriate authorities of the two Governments.

(c) Title to such equipment shall remain in the Government of the United States of America.

3. The Government of the United States of America, upon the request of the Government of Japan, will train in the United States Japanese personnel required for the operation and maintenance of the equipment furnished by the Government of the United States of America under paragraph 2. (a) above. The training will be without charge to the Government of Japan but the transportation and per diem expenses of such personnel will not be charged to or paid by the Government of the United States of America.

4. The Government of the United States of America will, upon the request of the Government of Japan, make available on a reimbursable basis parts and materials neces-

<sup>1</sup> Came into force on 15 August 1972, the date of the note in reply, in accordance with the provisions of the said notes.

sary for the operation and maintenance of the Station on terms and conditions no less favorable than those applied to sales of such parts and materials to other Governments establishing, operating, and maintaining OMEGA Stations.

5. (a) Whenever the appropriate authorities of both Governments agree that any equipment made available to the Government of Japan under paragraph 2 hereof is no longer required for the operation and maintenance of the Station, it will be returned to the Government of the United States of America at such time and place in Japan as may be agreed upon by the appropriate authorities of the two Governments.

(b) When such equipment is returned to the Government of the United States of America, the Government of Japan is not obligated to restore the equipment to the condition in which it was at the time of delivery, or to compensate the Government of the United States of America in lieu of such restoration.

(c) Such equipment shall not be disposed of in Japan except upon conditions to be agreed upon by the two Governments subject to the relevant laws and regulations of the United States and the relevant laws and regulations of Japan.

6. The appropriate authorities of the Government of Japan, in accordance with the relevant laws and regulations in force in Japan, will be responsible for the payment of customs duties and other taxes on the equipment made available under paragraph 2 hereof for the Station, and for equipment and materials brought temporarily into Japan in connection with construction of the Station.

7. The Government of the United States of America shall not be liable for any damage to property or injury to persons by virtue of the fact that title to certain equipment remains in the Government of the United States of America. The foregoing shall not be construed as exempting the Government of the United States of America from liability for damage or injury caused by defects in the aforementioned equipment.

8. The expenses incurred by the Government of the United States of America under this Agreement shall be subject to the availability of the funds to be appropriated by the Congress of the United States.

9. The appropriate authorities of the two Governments may conclude detailed arrangements to implement this Agreement.

10. This Agreement shall remain in force for an initial period of three years and thereafter until its termination six months after either Government shall have given notice in writing to the other Government of its intention to terminate the Agreement.

If the foregoing provisions are acceptable to the Government of Japan, I have the honor to propose that this note together with Your Excellency's reply to that effect shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.

ROBERT S. INGERSOLL

His Excellency Masayoshi Ohira  
Minister for Foreign Affairs  
Tokyo

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

Tokyo, August 15, 1972

Excellency,

I have the honor to acknowledge receipt of your note of today's date, which reads as follows:

*[See note I]*

I have the honor to confirm on behalf of my Government that the foregoing provisions are acceptable to the Government of Japan and to agree that your note and this reply shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of this reply.

I avail myself of this opportunity to extend to Your Excellency the assurances of my highest consideration.

MASAYOSHI OHIRA  
Minister for Foreign Affairs  
of Japan

His Excellency Robert S. Ingersoll  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America

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

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.