

No. 13616

**UNITED STATES OF AMERICA
and
JAPAN**

**Exchange of notes constituting an agreement relating to
a tracking station on Kwajalein Island (with enclo-
sure). Tokyo, 27 March 1974**

Authentic texts: English and Japanese.

Registered by the United States of America on 4 November 1974.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAPON**

**Échange de notes constituant un accord relatif à la créa-
tion d'une station de poursuite sur l'île Kwajalein
(avec pièce jointe). Tokyo, 27 mars 1974**

Textes authentiques : anglais et japonais.

Enregistré par les États-Unis d'Amérique le 4 novembre 1974.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND JAPAN RELATING TO A TRACKING STATION ON KWAJALEIN ISLAND

I

The American Embassy to the Japanese Ministry of Foreign Affairs

No. 159

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and, referring to the discussions between the representatives of the Government of the United States of America and the Government of Japan regarding the request of the Japanese National Space Development Agency established by Law No. 50 of June 23, 1969 (hereinafter referred to as "the Japanese Agency"), to locate in the United States National Range on Kwajalein Island a temporary Down-Range Station (hereinafter referred to as "the Station") for its Engineering Test Satellite I and Ionosphere Sounding Satellite Missions, both of which are experimental launchings to be undertaken exclusively for peaceful purposes, has the honor to propose the following arrangements:

1. The Japanese Agency will enter into a contract with a United States contractor approved by the United States Government (hereinafter referred to as "the Contractor") for the location and operation of the Station in the United States National Range on Kwajalein Island. The contract will specify that the Station will be maintained and operated by personnel of the Contractor, and will provide for compensation to the United States Government in the event of injury caused by negligence of the Contractor or the Japanese Agency.

2. Use of the Station by the Japanese Agency will be compatible with United States Government activities in the Marshall Islands. The Japanese Agency will consult with the appropriate United States Government Agency toward that end.

3. The Japanese Agency and the appropriate United States Government Agency will conclude an arrangement for the reimbursement of all costs to the Government of the United States of America relating to the use of facilities and property on Kwajalein Island by the Japanese Agency.

4. The Government of the United States of America or its agencies will receive all required range documentation relating to the location and operation of the Station, including frequency allocation requests, solely through the Contractor.

5. The equipment and materials provided by the Japanese Agency for the location and operation of the Station will remain the property of the Japanese Agency.

6. The number of personnel of other than U.S. or Micronesian nationality present at Kwajalein Island for the operation of the Station will normally be limited to two Japanese Agency range officers who will be present only during specified periods of time during the launch of a vehicle; at no time shall the number of personnel of other than U.S. or Microne-

¹ Came into force on 27 March 1974, the date of the note in reply, in accordance with the provisions of the said notes.

sian nationality exceed six. All visits to Kwajalein Island will be cleared in advance with the appropriate United States Government Agencies.

7. The Station will be subject to inspection by personnel of the Government of the United States of America.

8. The Government of the United States will also provide equipment and services support as set forth in the attached enclosure.

9. The above arrangements will be limited to the support of two launches.

If the foregoing arrangements are acceptable to the Government of Japan, the Embassy has further the honor to propose that this note and the Ministry's reply to that effect shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of the Ministry's reply and will continue in force until July 1, 1977, unless otherwise agreed by the two Governments.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its highest consideration.

Enclosure:
United States Equipment
and Services Support.

Embassy of the United States of America

Tokyo, March 27, 1974

ENCLOSURE

UNITED STATES EQUIPMENT AND SERVICES SUPPORT

1. Electric power supply, about 150 KVA (further determined after detailed design).
2. Utilization of shortwave communication channel as a back-up channel.
3. Water supply, mainly for use of personnel accommodations, etc.
4. Accommodations for Japanese National Space Development Agency personnel.
5. Commercial telephone services.
6. Loading and unloading service at the port.
7. Utilization of equipment and material for construction.
8. Transportation service.
9. Medical care in case of emergency.
10. Supply of meteorological data of the island.

II

[JAPANESE TEXT — TEXTE JAPONAIS]

国科第 68 号

昭和 49 年 3 月 27 日

口 上 書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、1974年3月27日付の同大使館口上書第159号の受領を確認する光榮を有する。

外務省は、更に、同大使館に対し、同口上書により提案された取極が日本国政府にとって受諾しうるものであることを通報するとともに、同口上書及びこの口上書がこの口上書の日付の日に効力を生じ、かつ両政府が別途合意しない限り、1977年7月1日まで効力を有する両政府間の合意を構成するものとみなすことに同意する光榮を有する。

[TRANSLATION¹ — TRADUCTION²]

The Japanese Ministry of Foreign Affairs to the American Embassy

Kokka No. 68 March 27, 1974

Note verbale

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy's note No. 159, dated March 27, 1974.

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

The Ministry of Foreign Affairs further has the honor to inform the Embassy that the arrangements proposed in the said note are acceptable to the Government of Japan and to agree that the Embassy's note and this note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply and will continue in force until July 1, 1977, unless otherwise agreed by the two Governments.
