REPOSITORY DOE/PASO
COLLECTION DOE/NV
BOX No. 1228, ERDA #3
FOLDER BIO-MED, DR. CONARD 01 Thru 12/1967

405303

Contract No. AT(29-2)-513
Date: October 5, 1967
Effective: July 1, 1971

AGREEMENT

1. The parties to this Agreement are the GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS (hereinafter called the "Territory") and the UNITED STATES ATOMIC ENERGY COMMISSION (hereinafter called the "Commission").

2. The purpose of this Agreement is to formalize the understanding of the parties as to (a) the obtaining by the Territory for the exclusive use of the Commission certain lands in the Trust Territory of the Pacific Islands under the control of private individuals and (b) intermittent use by the Commission of lands under the direct control of the Territory. These lands are to be used by the Commission (or its designees) for weather and radiological monitoring stations and related activities.

3. The Territory has been, is now, and in the future may be, arranging for the use of land in the Trust Territory under the control of private individuals, all at the request of and for the Commission. These arrangements when completed will be in the nature of leases between the private individuals involved and the Territory. The leases each will provide for an annual rental in such an amount as is approved by the Commission; will be for such a length of time as the Commission indicates (or by exercise of an option or options to renew will give such a length of time available to the Commission); and will allow the lessee to attach to

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the premises, and to remove at will, such improvements as it desires. Upon such conditions and with such limitations as the parties hereto may agree from time to time, the leases may allow the private individuals involved to use the premises, and the buildings placed thereon, when not in use by the lessee. The leases also may provide for reasonable reimbursement to the lessor by the lessee for damage done to trees, plants, etc., upon the premises by virtue of occupancy under the leases.

4. Upon the execution of a lease, the Territory will make the premises involved available to the Commission for use by the Commission or its designees for the term, and under the provisions, of the lease. All buildings or other improvements made to the premises by the Commission shall remain the property of the Commission and may be removed or otherwise disposed of by the Commission at any time during, or upon the expiration of, the term of the lease.

5. Subject to the limitations of Paragraph 6, the Commission will from time to time and upon demand by the Territory reimburse the Territory for the annual rentals and the damage (to trees, plants, etc.) settlements made under the various leases. Billings shall be made by the Territory quarterly or upon such other intervals as are mutually agreed upon by the parties, provided that in any event the Territory will submit a billing as of June 30 each year or make a report to the Commission as of such date on the amount spent or obligated by the Territory hereunder during the then preceding year.

6. The Commission hereby obligates $10,000.00 for expenses and obligations to be incurred and made by the Territory hereunder during Fiscal Year 1958. The Commission may from time to time obligate additional money where necessary to the performance of this Agreement during Fiscal Year 1958. All responsibilities of the Commission hereunder shall be subject to the availability to the Commission of appropriations therefor.

7. In addition to the foregoing it is understood that the Territory may from time to time make available to the Commission or its designees certain parcels of land under the direct control of the Territory. The use of such parcels of land shall be on a rent-free basis and shall be such as to allow the Commission to place buildings and other improvements thereon (which shall remain the property of the Commission) and to remove such buildings and improvements at any time during, or upon the expiration of, the period of occupancy agreed upon by the parties in advance or any mutually agreed-upon extension thereof.

8. This Agreement shall be administered for the Commission by the Director, Pacific Operations Division, Albuquerque Operations.

GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS
By: /s/ J. C. Putnam
TITLE: Contracting Officer for the High Commissioner of the Trust Territory of the Pacific Islands

UNITED STATES ATOMIC ENERGY COMMISSION
BY: /s/ James E. Beaves
TITLE: Asst. Manager for Test Operations ALBUQUERQUE OPERATIONS