

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE KILI/BIKINI/EJIT LOCAL
GOVERNMENT COUNCIL

This Memorandum of Understanding is entered into between the United States Department of Energy ("DOE") and the Kili/Bikini/Ejit Local Government Council ("Council") (collectively "the Parties").

Article I. Background and Recitals

1.1 Between 1946 and 1958, the Government of the United States detonated twenty-three (23) nuclear devices at Bikini Atoll.

1.2 As part of its ongoing responsibilities under the Compact of Free Association Act (U.S. Public Law 99-239), the DOE, working through its United States contractors, Lawrence Livermore National Laboratory and Bechtel Nevada Corporation, is conducting an ongoing environmental monitoring program at Bikini Atoll, with periodic field missions annually. DOE also maintains a continuous presence on Bikini to conduct experiments associated with its agricultural studies.

1.3 The people of Bikini, using their financial resources established under the Resettlement Trust Fund for the People of Bikini pursuant to Public Laws 97-257 and 100-446, intend to conduct a radiological cleanup, resettlement and rehabilitation of Bikini Atoll.

1.4 Because of residual radioactivity present in the environment at Bikini Atoll, periodic radiological monitoring of the resettled population will be conducted under the auspices of the Bikini Council to ensure the inhabitants that any internal body burdens of radioactivity remain within acceptable standards.

1.5 As part of the radiological cleanup, resettlement, and rehabilitation of Bikini Atoll, the people of Bikini have constructed the King Juda Health Physics Laboratory ("King Juda Lab"), which will house a whole-body counter to measure and estimate body burdens of cesium-137, potassium-40 and cobalt-60. DOE will provide training for whole-body counter calibration and monitoring, as requested.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, DOE and the Council agree as follows:

Article II. Purpose

2.1 The purpose of this Memorandum of Understanding is to set forth the respective duties and responsibilities of DOE and the Council in connection with (a) DOE's ongoing environmental missions at Bikini; and (b) the Council's efforts to conduct a radiological cleanup, resettlement, and rehabilitation of Bikini Atoll.

Article III. DOE Duties and Responsibilities

3.1 In connection with the ongoing DOE environmental monitoring missions at Bikini, DOE shall pay to the Council lease payments for land and buildings used by DOE and its United States contractors. Such payments, which shall be set forth in an annual *Scope of Work* to be

negotiated between the Parties ("Scope of Work"), must meet DOE requirements and U.S. Federal Acquisition Regulations.

3.2 DOE shall pay the Council for its use of water and electricity. Payment will be monthly, based on metered electricity and water use, and at rates as set forth in each year's Scope of Work. In addition, DOE shall reimburse the Council, at rates to be mutually agreed in writing, for any fuel purchased from the Council.

3.3 DOE shall be responsible for maintaining the eight (8) buildings identified on Exhibit A, which is attached hereto and made a part hereof.

3.4 At such point as Bikinians begin to live permanently on Bikini Atoll, DOE agrees to provide a certified radiological technician at intervals to be mutually agreed to by the Parties to assist and train the Bikini people in techniques and methodologies to conduct radiological monitoring of the resettled population.

(a) DOE assistance in the conduct of such radiological monitoring shall consist of: training in whole-body counting techniques to estimate total body burdens of cesium-137, potassium-40 and cobalt-60, and procedures to collect urinalysis samples and/or training for any other methods mutually agreed to by DOE and the Council for the detection of plutonium. It is understood that the dose assessment monitoring conducted under the auspices of the Council may utilize equipment and electronics provided independently of DOE and used and maintained by the Council's own contractor staff personnel.

(b) The Parties shall by mutual agreement define the level of support to be provided by both Parties, provided, however, that DOE shall be responsible for the use, operation, and maintenance of any DOE-supplied whole-body counting chair, electronics,

computers, low-level radiological material and other DOE-provided equipment. DOE shall establish and follow protocols for the use of its whole-body counter, shall describe such protocols in writing to the Council and shall routinely make available such data in a meaningful and understandable form to the individuals undergoing monitoring.

(c) The DOE shall assist the Bikini people in conducting the said radiological monitoring within the constraints of funding authorized by the United States Congress and in accordance with budgetary priorities identified by the Government of the Republic of the Marshall Islands.

(d) DOE shall use its best efforts to provide to the Council such other radiological logistical support assistance and whole-body counting equipment as may be mutually agreed to in writing.

Article IV. Council Duties and Responsibilities

4.1 The Council shall be responsible for operation and maintenance of all facilities and infrastructure on Bikini except for those identified on Exhibit A to this Memorandum.

4.2 The Council shall be responsible for obtaining any licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for any DOE-assisted radiological monitoring at the King Juda Lab, including equipment that emits low levels of ionizing radiation.

4.3 The Council shall assist DOE with respect to the control and custody of any DOE equipment that is a radioactive source.

4.4 The Council shall provide such other logistical support and/or operations and maintenance assistance to DOE as may be mutually agreed to in writing by the Parties.

Article V. General Conditions

5.1 Any notice or other communication in connection with this Memorandum of Understanding shall be in writing. All notices, requests, and other communications under this Memorandum of Understanding shall be given to or made upon the respective Parties as follows:

If to the Council:

Kili/Bikini/Ejit Local Government Council
Attention: Office of the Mayor
P.O. Box 1096
Majuro, MH 96960
telephone: 011-692-625-3177
facsimile: 011-692-625-3330

with copy to:

Law Offices of Jonathan M. Weisgall
2101 L Street, N.W.
Washington, D.C. 20037
telephone: 202-828-1378
facsimile: 202-828-1380

If to DOE:

U.S. Department of Energy
Office of International Health Programs
Attn: EH-63/GTN/270 Corporate Center
Office of R. Thomas Bell, III
19901 Germantown Road
Germantown, MD 20874-1290
telephone: 301-903-5728
facsimile: 301-903-1413

5.2 Governing law: The laws and regulations of the United States shall govern this agreement. All questions relating to the Memorandum of Understanding arising during its term shall be settled by the Parties by mutual agreement.

5.3 It is understood that the ability of DOE to carry out its obligations under the Memorandum of Understanding is subject to the availability of appropriated funds.

5.4 Counterparts: This Memorandum may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one agreement, and any signatory hereto may execute this Memorandum by signing one or more counterparts hereof.

Article VI. Effective Date, Amendment, Renewal and Termination

6.1 This Memorandum of Understanding shall be effective as of the later of (a) July 1, 1997, or (b) the date the last signatory signs the Memorandum, and remain in effect for a period of four (4) years.

6.2 By written agreement of the Parties, and with the concurrence of the Foreign Minister of the Republic of Marshall Islands and of the U.S. Department of the Interior, this Memorandum of Understanding may be amended at any time, and may be renewed for additional periods.

6.3 This Memorandum of Understanding may be mutually terminated by written agreement of the Parties, or may be terminated by either Party upon ninety (90) days written notice to the other Party.

ACCEPTANCE:

Dated: 6/4/97

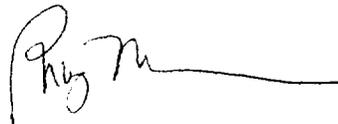

Paul J. Seligman, M.D., M.P.H.
Deputy Assistant Secretary
for Health Studies
U.S. Department of Energy

Dated: 6/11/97


Tomaki Juda
Mayor
Kili/Bikini/Ejit Local Government Council

ACKNOWLEDGED BY:

Dated: 6/13/97


Phillip Muller
Foreign Minister
Republic of the Marshall Islands

Dated: 7/21/97

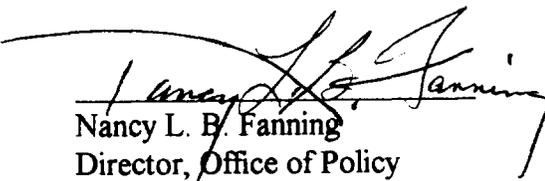

Nancy L. B. Fanning
Director, Office of Policy
Office of Insular Affairs
U.S. Department of the Interior

EXHIBIT A

List of Facilities on Bikini to be Maintained by U.S. Department of Energy

DOE Quadraplex

Building No. 15

Building No. 23

Building No. 24

Building No. 28

Building No. 29

Building No. 32

Building No. 34

**SCOPE OF WORK AT
BIKINI ATOLL FOR FY 1998
PURSUANT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN U.S. DEPARTMENT OF ENERGY AND
KILI/BIKINI/EJIT LOCAL GOVERNMENT COUNCIL**

This scope of work is prepared pursuant to the June 11, 1997, Memorandum of Understanding ("MOU") Between the United States Department of Energy ("DOE") and the Kili/Bikini/Ejit Local Government Council ("Council").

1. Pursuant to Article 3.1 of the MOU, DOE, on a monthly installment basis commencing October 1, 1997 and ending on September 30, 1998, shall pay to the Council the sum of \$800.00 as a lease payment for use of eight (8) buildings identified in Exhibit A to the MOU and the associated land..

2. Pursuant to Article 3.2 of the MOU, DOE shall pay on a monthly billing basis a metered utility fee for electricity based on a rate of \$0.47 per kilowatt/hour charge at the five (5) buildings being used by DOE and for metered water utility charges based on a rate of \$110.00 per 1000 gallons of water used.

3. Pursuant to Article 3.2 of the MOU, DOE will pay to the Council within 30 days of receipt of invoice \$2.50 per gallon for mogas fuel and \$1.95 per gallon for diesel fuel.

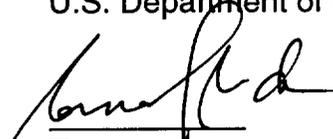
ACCEPTANCE:

Dated: 9/22/97



Paul J. Seligman
Deputy Assistant Secretary
for Health Studies
U.S. Department of Energy

Dated: 9.12.97



Tomaki Juda
Mayor
Kili/Bikini/Ejit Local Government Council