

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR,
OFFICE OF TERRITORIAL AND INTERNATIONAL AFFAIRS,
KILI/BIKINI/EJIT LOCAL GOVERNMENT COUNCIL
AND THE
UNITED STATES DEPARTMENT OF ENERGY
OFFICE OF ENVIRONMENT, SAFETY AND HEALTH
FOR THE
REHABILITATION AND RESETTLEMENT OF BIKINI ATOLL

This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and between the UNITED STATES DEPARTMENT OF THE INTERIOR represented by the Office of Territorial and International Affairs (hereinafter referred to as "DOI/OTIA"), the KILI/BIKINI/EJIT LOCAL GOVERNMENT COUNCIL (hereinafter referred to as "the Council"), and the UNITED STATES DEPARTMENT OF ENERGY represented by the Office of Environment, Safety and Health (hereinafter referred to as "DOE/ES&H").

WITNESSETH:

WHEREAS, this MOU is in accordance with Section 105 (b)(3) and Section 226 of Public Law Nos. 99-239, Section 104K of 99-658; and Public Laws 99-257 and 100-455 as they pertain to the establishment of the Bikini Trust Fund.

WHEREAS, DOE/ES&H provides logistical support for its ongoing activities in the Marshall Islands;

WHEREAS, the Council and DOI/OTIA would benefit from the assistance of DOE/ES&H logistical support provided on a reimbursable basis; and

WHEREAS, DOE/ES&H is capable and willing to provide logistical support assistance in the rehabilitation and resettlement of Bikini Atoll by providing on a reimbursable basis: support for the Bikini Field Station; logistical

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support involving transport to and from Bikini Atoll; and technical assistance in maintaining capabilities needed on Bikini Island to continue the conduct of studies being conducted under the auspices of the Council;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - GENERAL

a. In the administration and coordination of the services to be provided under this MOU, the Bikini Project Officer, as designated by DOI/OTIA and the Director, Health Physics Programs Division of DOE/ES&H, are designated operational representatives. These representatives, in consultation with the Council, are responsible for monitoring the support provided under this MOU and are authorized to issue operational procedures and directions within the policy and principles of this MOU. All procedural and operational guidelines must comply with current DOE/DOI policies and procedures for reimbursable work.

b. The parties acknowledge that the Council is conducting a cleanup and resettlement program at Bikini Atoll (hereinafter referred to as "cleanup and resettlement program"). The parties acknowledge that it will be of mutual benefit to the Council to use DOE/ES&H's logistics support on a limited non-interference fully reimbursable basis. Any such use of DOE/ES&H's services shall be reimbursed on a direct cost basis.

ARTICLE 2 - SCOPE OF WORK

a. On or about September 1 of each year this MOU is in effect the Council shall provide the DOE/ES&H with an estimate of the amount of services that will be needed from the DOE/ES&H for the upcoming fiscal year.

b. A scope of work and estimated costs for DOE/ES&H support in the form of an interagency agreement (hereinafter referred to as "I/A") shall be prepared by the Council and approved by DOI and DOE/ES&H in writing on or about October 1 of each fiscal year in which this MOU is in effect. Revised statements of work shall be agreed to as required during the performance period.

c. Such scope of work set forth in the I/A, together with any other instructions DOI/OTIA deems necessary to clarify the role of DOE/ES&H, shall constitute authorization for DOE/ES&H to provide said support under this MOU and provide funding from DOI to DOE to perform the work.

ARTICLE 3 - FINANCE

Pursuant to the Memorandum of Agreement dated April 1991 between DOI/OTIA and the Bikini Resettlement Trust Fund (hereinafter referred to as the MOA, April 1991), a copy of which is attached hereto as Exhibit A and incorporated into this MOU by this reference:

(1) Upon forwarding of the approved scope of work by DOI/OTIA, referred to in Article 2 above, the Trustee of the Resettlement Trust Fund is directed to obligate, reserve and earmark out of the Resettlement Trust Fund account for payment to DOI/OTIA to reimburse DOE for support services up to the specific dollar amounts referred to in each scope of work.

(2) DOE/ES&H will ensure monthly expense reimbursement incurred under the MOU from DOI/OTIA in accordance with the I/A. The servicing DOE

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Finance Office will utilize the On-Line Payment and Collection System to obtain the reimbursement. DOE/ES&H will furnish periodic financial and program progress reports in such reasonable detail as may be required by DOI/OTIA. DOE/ES&H and/or its contractors will not incur costs, enter into commitments or submit requests for payments to DOI/OTIA pursuant to this MOU in excess of the dollar amount contained in an existing I/A and approved scope of work.

ARTICLE 4 - DELIVERABLES

DOE/ES&H will prepare a status report and fiscal accounting to DOI/OTIA and the Council within 120 days of the end of each U.S. Government fiscal year. The fiscal accounting report will be prepared in accordance with generally acceptable U.S. Government accounting standards.

ARTICLE 5 - ADDITIONAL AGREEMENTS

All parties further agree:

a. Initiation Date - The logistical support requested by the Council for support associated with the cleanup and resettlement program at Bikini Atoll will be initiated as soon as practicable after approval of the scope of work defined in the I/A in accordance with Article 2 above.

b. Applicable Laws - This MOU shall be governed and interpreted in accordance with applicable laws of the United States.

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c. Program Funding - The details of the levels of support to be furnished one organization by the other with respect to funding will be developed in specific interagency agreements as the availability of funds. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds. DOE and DOI will provide each other mutual support on budget justification to Office of Management and Budget and hearings before the Congress with respect to programs on which the organizations collaborate. DOI/OTIA will incur the obligation to ensure that DOE/ES&H is fully reimbursed for the services in accordance with the I/A and scope of work signed by DOI and DOE in support of this MOU.

d. Public Information Coordination - Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding projects and programs referenced in this MOU shall be made by DOE/ES&H or DOI/OTIA following consultation with the other parties representatives.

e. Amendment and Termination - This MOU may be amended by written agreement between DOE/ES&H, DOI/OTIA and the Council. This MOU may be terminated by the mutual written agreement of DOE/ES&H, DOI/OTIA and the Council or by any party upon 45 day written notice to the other parties.

f. Effective Date - This MOU shall be effective upon the latter date of signature of the parties. It shall remain in effect for a 5-year term from the effective date.

APPROVED AND SO AGREED:

United States Department of Interior
Territorial and International
Affairs

Date: June 30, 1992

By: Donald J. Deane

K111/ Bikini/Ejit Local Government
Council

Date: MAY 13, 1992

By: Donald J. Deane

United States Department of Energy
Office of Environment, Safety and
Health

Date: May 13, 1992

By: Paul J. Jerni