

MEMORANDUM FOR HONORABLE ZBIGNIEW BRZEZINSKI

410761

FROM: Matthew C. Nimetz

SUBJECT: Micronesia Nuclear Claims

This paper is in response to the President's request to submit a single paper containing the views of all agencies with respect to the following item:

- ① "--\$10,000,000 one time payment to extinguish land claims resulting from the U.S. nuclear weapons testing program in the Northern Marshall Islands; and authorization to continue and extend the U.S. health care, compensation and monitoring activities undertaken in consequence of that program."

All agencies recommend approval of this item. It would authorize action on the following recommendations of the Interagency Group:

(1) Land Claims

The background to this recommendation is contained in the memorandum at Tab A. The United States should seek to negotiate settlement of known and definable land claims. A figure of \$10 million is recommended for the reasons stated in the attachment at Tab B.

(2) Compensation for Personal Injury

Public Law 95-134 provided levels of compensation for personal injury to people from Rongelap and Utirik exposed accidentally to radiation in 1954. Without provision in the Compact, this legislation will expire when the Trusteeship ends. The United States should continue the compensation provided for in Public Law 95-134 in the post-trusteeship period and extend that coverage to all affected Marshallese.

Cost of this program to date has been \$1,383,000. The cost of the extended program has not yet been estimated. See Tab C.

(3) Medical Treatment

The programs of treatment and inspection established in Public Law 95-134 for Rongelap and Utirik should be continued, and if later established medical evidence warrants, such programs should be extended to all radiation-

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affected Marshallese who were similarly affected. Other programs, tailored to the particular medical problems, if any, of other radiation-affected Marshallese, will be devised, as appropriate. Such treatment and inspection, including transportation as required to U.S. medical facilities, should remain available to all affected persons, cost-free, without time limitation. Appropriate benefits would apply to persons whose need therefor can be traced to U.S. nuclear activities but whose needs were not known prior to termination of the trusteeship.

The United States should continue ^{periodic} monitoring of land for radiation safety. Provision should be made for periodic United States-Marshallese consultations. These would look toward eventual termination of direct United States responsibility in this area, with the termination procedure likely to be started at such time as the U.S. and the Marshallese agreed that valid survey data demonstrate that normal use of an area would not result in the people receiving "unacceptable radiation doses."

Present cost of treatment is \$ _____ per year. The recommended program is estimated to cost \$ _____ per year. Monitoring presently costs \$ _____ per year and can be expected to cost \$ _____ per year. See Tab D.

A

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SUMMARY OF RELEVANT BACKGROUND
FOR LAND USE CLAIMS

I. ENEWETAK ATOLL.

The United States Government obtained the exclusive right to use and occupy the land of Enewetak Atoll under a 1946 agreement with the Government of the Trust Territory of the Pacific Islands (the Trust Government). The atoll remained populated by 136 inhabitants until 1947, when it was selected as a nuclear weapons test site. The people were relocated in December of that year to Ujelang Atoll, where most of them have remained.

Enewetak Atoll consists of 39 islands. The total land area is 1760 acres. Ujelang Atoll consists of 22 islands. The total land area is 428.8 acres. The names of the islands on the two atolls and their respective land areas are shown on the schedule at Tab A.

Between April 1948 and July 1958, Enewetak Atoll was the site of 43 nuclear tests. The geographical distribution of the tests is shown by the map at Tab B and in the following table:

<u>Number of Tests</u>	<u>Island Name</u>
18	Runit
10	Enjebi
4	Eluklab
3	Aomon
2	Eleleron
1	Bokoluo
1	Dridrilbwij
1	Bokaidrikdrik
1	Lujor
1	Mut
1	Biken

In 1956, a settlement was negotiated with the Enewetak people for the past and future use of the atoll. A copy

of the agreement is attached at Tab C. Full use rights to Enewetak Atoll were confirmed for the United States Government and the Trust Government. In exchange for these use rights, the Trust Government agreed to convey to the Enewetak people use rights in Ujelang Atoll. Additionally, monetary compensation in the amount of \$175,000 was provided to the people.

The agreement was signed by traditional leaders of the Enewetak people who represented that they had "full and complete right to represent the interests of any and all individuals who by reason of having lived on Ujelang or Enewetak may now or at any future date have a claim against the United States or Trust Territory Governments by reason of their use of Enewetak Atoll." The signatories also expressly agreed:

"... that any future claims bases (sic) on the use of Enewetak by the governments of the United States or the Trust Territory or on the moving of the people from Enewetak Atoll to Ujelang Atoll shall be against them and not against the Government."

In 1969, an ex gratia payment of \$1,020,000 was made to the Enewetak people as additional land use compensation. Subsequently, when the United States Government announced it no longer needed Enewetak Atoll, the people expressed a desire to return to it. Considerable effort went into making this possible. The United States Government and the Trust Government executed necessary papers to terminate use and occupancy under the 1946 and 1956 agreements, and to "quitclaim, release and restore" all such rights to the people. The Trust Government also conveyed to the people full title to Ujelang Atoll. In order to make this conveyance, the Department of the Interior was required to place a value on this land. The Department reported the value of the 428.8 acres to be \$425,000, or about \$1000 per acre.

As a final element of this far-reaching compensation package, Congress at the instigation of the Department of the Interior adopted Public Law No. 94-367 to provide for a comprehensive clean-up and rehabilitation program. For the clean-up Congress appropriated \$20 million, and provided that the military services were

to accomplish the clean-up using personnel and equipment paid for out of their respective budgets. It is estimated that this work will cost the services approximately \$60 million. Another \$12.4 million was appropriated for rehabilitation. Additionally, completion of necessary radiological work will cost the Department of Energy at least \$5.2 million which will come out of its budget.

When it passed the legislation for the clean-up of Enewetak, Congress expressed a clear intention that its appropriation constituted the total commitment of the United States for this purpose. Thus, the Act provided:

"That none of the funds appropriated under this [Military Construction, Defense Agencies] paragraph may be expended for the cleanup of Enewetak Atoll until such time as the Secretary of Defense receives certification from appropriate administering authorities of the Trust Territory of the Pacific Islands that an agreement has been reached with the owners of the land of Enewetak Atoll or their duly constituted representatives that this appropriation shall constitute the total commitment of the Government of the United States for the cleanup of Enewetak Atoll."

On September 16, 1976, the Trust Government and representatives of the Enewetak people entered into an agreement recognizing that the appropriation made under Public Law No. 94-367 constituted the total commitment of the United States Government for the clean-up of the atoll. A copy of this agreement is attached at Tab D.

To summarize, the people lost the use of the land on Enewetak Atoll from 1947 to the present. In compensation for this loss of use, the people already have been paid monetary compensation of \$1,195,000, and given use, occupancy and full title to 428.8 acres of substitute land on Ujelang Atoll which has been valued by the Department of the Interior at \$425,000. Finally, the United States has undertaken a comprehensive clean-up and rehabilitation program that will cost more than \$96 million when completed.

II. BIKINI ATOLL.

The United States Government obtained exclusive right to use and occupy the land of Bikini Atoll under a 1946 agreement with the Trust Government. After the atoll was selected as a site for nuclear testing, its 166 inhabitants were moved in March 1946 to Rongerik Atoll, where they remained until March 1948 when they were re-located to Kili Island.

Bikini Atoll consists of 36 islands. The total land area is 1920 acres. Rongerik Atoll consists of 10 islands. The total land area is 416 acres. The names of the islands on the two atolls and their respective land areas are shown on the schedule at Tab E. The total land area of Kili Island is approximately 200 acres.

Between June 1946 and July 1958, Bikini Atoll was the site of 23 nuclear tests. The geographical distribution of these tests is shown on the map at Tab F and in the following table:

<u>Number of Tests</u>	<u>Island Name</u>
8	Namu
8	Yurochi*-Vorikku- Aomoen-Romurikko
5	Airukiiji-Eninman- Bigiren-Reere-Airukiraru
2	Bikini

In 1956, a settlement was negotiated with the Bikini people for the past and future use of the atoll. A copy of the agreement is attached at Tab G. Full use rights to Bikini Atoll were confirmed for the United States Government and the Trust Government in exchange for these rights. Additionally, monetary compensation in the amount of \$325,000 was provided to the people.

The agreement was signed by traditional leaders of the Bikini people who represented that they had "full and complete right to represent the interests of any and all individuals who by reason of having lived on Bikini or Kili, may now or at any future date have a claim

*Site of Test Bravo.



against the United States or Trust Territory Governments by reason of their use of Bikini Atoll." The signatories also expressly agreed:

" . . . that any future claims by Bikinians based on the use of Bikini by the Governments of the United States or the Trust Territory or on the moving of the Bikini people from Bikini Atoll to Kili Island shall be against them and not against the Government."*

In 1975, Congress passed Public Law No. 94-34 which authorized and appropriated an additional \$3 million in ex gratia payments as compensation for use of the land on the atoll. In 1977, Congress passed Public Law No. 95-134 which authorized an additional \$100,000 for the Bikini community. Finally, a clean-up was conducted in 1969 and rehabilitation in the early 1970's. Some \$4 million were expended in this program. However, recent studies leave in question the effectiveness of this program.

To summarize, the people lost the use of Bikini Atoll from March 1946 to (1974) ^{People} In compensation for the loss of the land, the people were given use and occupancy of 416 acres of substitute land on Rongerik Atoll from 1946 to 1948 and about 200 acres of substitute land on Kili Island from 1948 to the present. In addition, ex gratia payments have been made in the amount of \$3,425,000, to compensate the people for the loss of use of the atoll. Finally, a clean-up and rehabilitation program was completed at a cost of approximately \$4 million.

III. Other Atolls.

Other than as described above, no nuclear testing was conducted by the United States in the Marshall Islands. However, Test Bravo detonated at Bikini Atoll on March 1, 1954, had impacts on other atolls to the north because an unexpected high yield combined with an unpredicted shift in winds. As a result, the radioactive cloud deposited fallout on Rongelap and Utirik Atolls, and perhaps elsewhere.


The 82 people residing on Rongelap Atoll and the 158 people residing on Utirik Atoll were evacuated

* In March 1966, the Iroij of Bikini accepted \$15,000 and gave to the Trust Government a release of all of his rights to the atoll.

within three days of the test to Kwajalein Atoll. The Utirik people were returned to that atoll after three months. The Rongelap people were not returned to that atoll for three years.

No compensation for land use claims has been authorized or paid to the Utirik people. In 1964, an ex gratia payment in the amount of \$10,800 was made to each resident of Rongelap who was evacuated from that atoll as a result of the 1954 test. This payment was made as compensation for the inconvenience of relocation and for the lost use of the land.

UPDATE → Other payments made for personal injury to
peoples of Rongelap & Utirik

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SCHEDULE OF LAND ON ENEWETAK AND UJEL G ATOLLS

ENEWETAK ATOLL

<u>ISLAND NAME</u>	<u>ACRES</u>
ENEWETAK	321.84
ENJEBI	290.58
MEDREN	219.79
AOMON	99.26
RUNIT	91.26
JAPTAN	78.75
LUJOR	54.13
BIJIRE	51.96
IKUREN	41.41
LOJWA	40.45
AEJ	40.37
MUT	40.37
BOKEN	39.80
ALEMBEL	37.77
BOKOMBAKO	30.50
BOKEN	28.60
ANANIJ	25.44
KIDRENEN	24.32
BOKOLUC	22.38
LOUJ	21.22
KIDRINEN	19.39
RIBEWON	18.80
MIJIKADREK	15.90
BILLAE	15.83
BIKEN	13.56
BOKENELAB	11.61
ELLE	11.03
BOKINWOTME	9.86
KIRUNU	6.86
VAN	6.56
JEDROL	5.32
BOKAIDRIKDRIK	5.05
TAIWEL	4.81
ELELERON	3.84
INEDRAL	3.84
JINIMI	3.08
JINEDROL	2.18
MUNJOR	1.84
BOKO	0.90
TOTAL	17.60

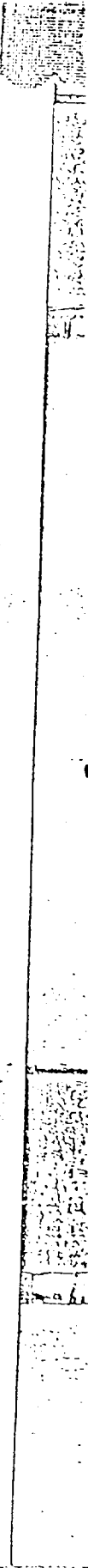
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SCHEDULE OF LAND ON ENEWETAK AND UJELANG ATOLLS

UJELANG ATOLL

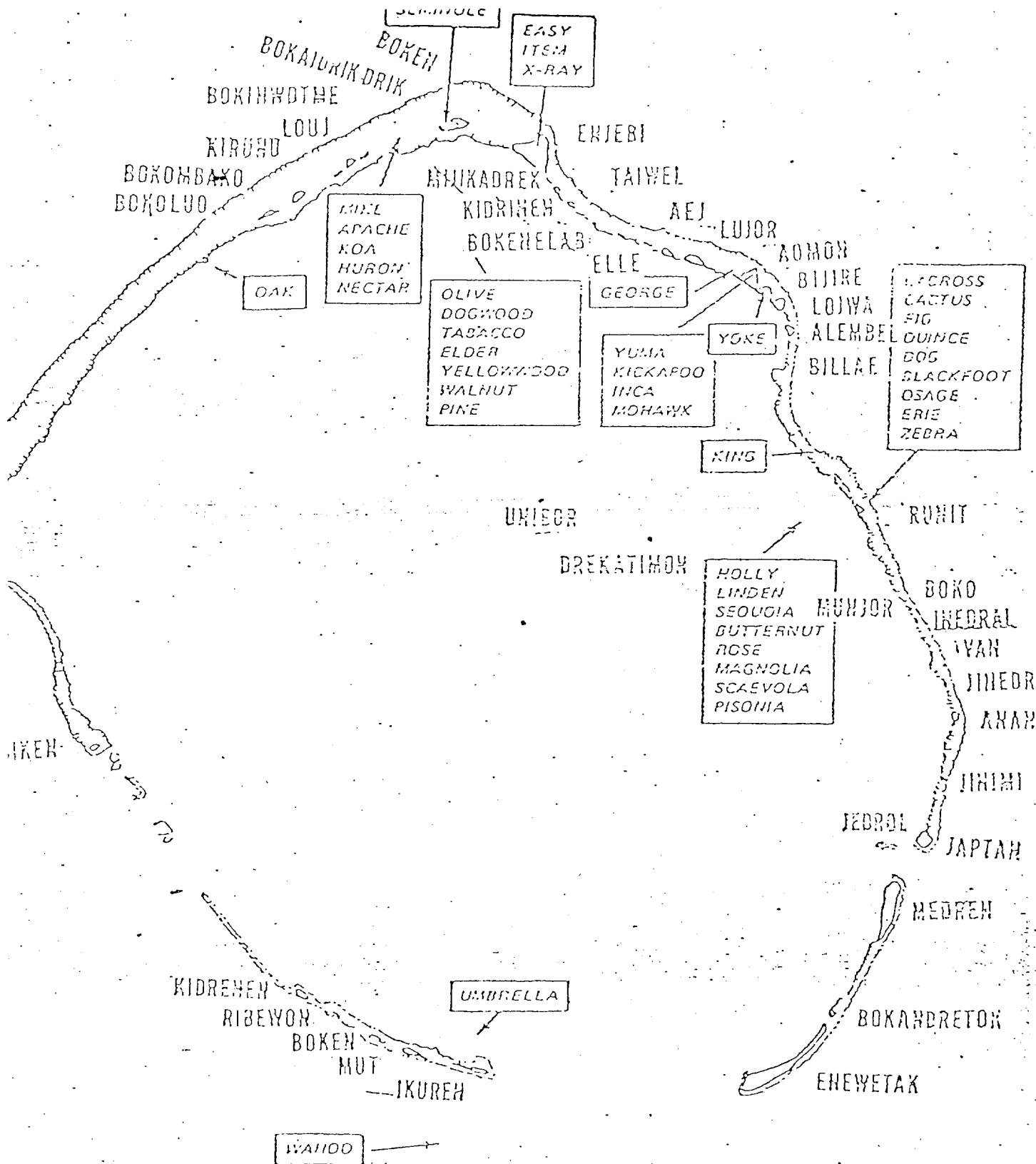
<u>ISLAND NAME*</u>	<u>MI²</u>
UJELANG	.35
BURLE	.03
EIMNLAPP	.06
ENNIMENETTO	.03
KIRINIYAN	.01
KALO	.05
POKON	.01
KILAGEN	.02
DAISU	.04
<hr/>	<hr/>
TOTAL	.60

*Other "islands" are too small to list.

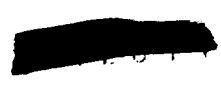


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ENEWETAK ATOLL - TEST LOCATIONS



5011636

TRUST TERRITORY OF THE PACIFIC ISLANDS
Majuro, Marshall Islands

November 19, 1956

AGREEMENT IN PRINCIPLE REGARDING THE USE OF EWEWETAK ATOLL

WHEREAS, in order for the Trust Territory of the Pacific Islands to play its part in the maintenance of international peace and security it became necessary for the United States of America, the administering authority for the said Trust Territory, to occupy and use, with the consent of the inhabitants, all of the atoll of Ewewetak located in the Marshall Islands, between 11 degrees 20 minutes North latitude to 11 degrees 16 minutes North latitude, and 162 degrees 02 minutes East longitude to 162 degrees 24 minutes East longitude, thus depriving the owners of the use of the said atoll;

WHEREAS, an assembled meeting was held on Ujelang on November 5, 1956 with the two hereditary chiefs of Ewewetak Atoll, Joanaj and Ebrean, and the majority of the people who possess rights in Ewewetak Atoll to discuss a settlement for the past and future use of Ewewetak Atoll, and

WHEREAS, agreement was reached at said meeting with no one present dissenting,

IT IS HEREBY AGREED as follows:

1. The Government of the Trust Territory of the Pacific Islands will grant and convey to Joanaj and Ebrean and all of the people who possess land rights in Ewewetak Atoll according to the accepted custom of said Atoll, full use rights in Ujelang Atoll, situated in or about 9 degrees 15 minutes North latitude to 9 degrees 54 minutes North latitude and 160 degrees 50 minutes East longitude to 161 degrees 10 minutes East longitude. All land of Ujelang Atoll may be divided between the aforesaid Joanaj and the aforesaid Ebrean and the people of their respective groups as they shall mutually agree, and the use rights to the land, lagoon, or reefs of Ujelang Atoll, together with all buildings and trees thereon shall be held by them, and their heirs and assigns in accordance with their accepted customs.

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until such time as it may be possible for the people to return to Enewetak, providing they wish to return to occupy said Atoll.

3. The Government of the Trust Territory of the Pacific Islands and/or the Government of the United States of America shall possess the full use rights to Enewetak Atoll until such time as it will not be necessary to occupy and use Enewetak Atoll in the interest of the maintenance of international peace and security.

4. The sum of ~~\$150,000.00~~ ^{175,000.00 - DTR 1/10/56} shall be conveyed to those persons who possess rights in Enewetak Atoll. This money is to be administered as follows: (1) \$25,000.00, receipt of which is hereby acknowledged, to be paid the aforesaid parties at the time of signing this agreement and may be divided by Chiefs Eorean and Joanaj among those of their respective groups who possess aforesaid rights in Enewetak Atoll, or otherwise utilized as all parties concerned agree; and (2) the remaining ~~\$125,000.00~~ ^{150,000.00} to be placed in a trust fund to be established and administered by the High Commissioner until such time as said trust fund can be administered by a qualified institution. The trust fund shall be invested only in United States Government securities and interest accrued from said fund will be paid in such manner as may be further agreed upon by the chiefs and people with vested land rights in Enewetak.

5. The chiefs and "alabs" signing this Agreement in Principle represent that they have the full and complete right to represent the interests of any and all individuals who by reason of having lived on Ujelang or Enewetak may now or at any future date have a claim against the United States or Trust Territory Governments by reason of their use of Enewetak Atoll.

Accordingly, the Chiefs and "alabs" signing this agreement agree that any future claims based on the use of Enewetak by the Governments of the United States or the Trust Territory or on the moving of the people from Enewetak Atoll to Ujelang Atoll shall be against them and not against the Government.

Joana

Ebrean
Xelima

AIABS of Enwetak Atoll

Joana's Group (Enwetak)

Ebrean's Group (Enjebi)

Joana's Group (Enwetak)		Ebrean's Group (Enjebi)	
<u>Geatara</u>	<u>Enny</u>	<u>Bainim</u>	<u>Hewa</u>
<u>Obit</u>	<u>Kelua</u>	<u>gituan</u>	<u>Luda</u>
<u>Xelima</u>	<u>Abhor</u>	<u>Panston</u>	<u>Smith</u>
<u>Xelima</u>	<u>Aluot</u>	<u>Lada</u>	<u>Jana</u>
<u>Xelima</u>	<u>Aluot</u>	<u>San</u>	<u>Talaga</u>
<u>Xelima</u>	<u>Aluot</u>	<u>Sadnott</u>	<u>Kana</u>
<u>Xelima</u>	<u>Aluot</u>	<u>Nadazill</u>	<u>Aluot</u>
<u>Xelima</u>	<u>Aluot</u>	<u>Praxion</u>	<u>Jelima</u>

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K. Samuel	Lakes
of ...nd	Mares
Quil	Pernaji
RIKJOLMO	File

Dallas H. Nucker

D. H. Nucker
High Commissioner

WITNESS:

Jack A. Tobin

Jack A. Tobin
District Anthropologist

Tion Bikajle

Tion Bikajle
Assistant Anthropologist

William Allen

William Allen
Administrative Advisor

Agreement in Principle regarding the use of Eniwetok Atoll, executed
November 19, 1956 at Eniwetok Atoll.

AMENDMENT TO THE AGREEMENT IN PRINCIPLE
REGARDING THE USE OF ENEWETAK ATOLL

WHEREAS, the parties entered into an Agreement in Principle Regarding the Use of Enewetak Atoll dated November 19, 1956 (hereinafter called the Agreement); and

WHEREAS, the parties now desire to amend the Agreement:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend and do hereby amend the Agreement by deleting the last sentence of Paragraph 4 thereof in its entirety and substituting therefor the following:

"The trust fund may be invested in United States Government securities or in such other stocks, bonds and securities, as the High Commissioner of the Trust Territory of the Pacific Islands may deem in the best interests of the beneficiaries. The income accruing from the fund will be paid in such manner as may be further agreed upon by the chiefs and people with vested land rights in Enewetak."

This Amendment, it is expressly agreed, does not supersede the Agreement and all of the terms, conditions and provisions of the Agreement, unless specifically modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands this

14th day of March 1963.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

Witness:

By: /s/ W. R. Norwood
W. R. Norwood, High Commissioner

/s/ D. R. Tindal

THE PEOPLE OF ENEWET ATOLL

EDREAN* GROUP
(Enjedi)

JOANEJ* GROUP
(Enewetak)

/s/ Benton
Benton

Karios K.

/s/ Balik
Balik

/s/ Kilion
Kilion

/s/ Lombu H.
Lombu H.

/s/ Takeo
Takeo

/s/ Masao
Masao

/s/ Loronki
Loronki

/s/ Aile
Aile

/s/ Akeo
Akeo

/s/ Tom
Tom

/s/ Ishmael John
Ishmael John

/s/ Hirza
Hirza

/s/ Samuel
Samuel

/s/ Joul
Joul

/s/ Rikiolwa
Rikjoiwa

Whereas, an Agreement in Principle regarding the use of Eniwetok Atoll was entered into by and between the Government of the Trust Territory of the Pacific Islands and the people and clubs of Eniwetok Atoll on November 19, 1956; and

Whereas, an amendment to Eniwetok Agreement in Principle was executed on March 14, 1968, by the High Commissioner of the Trust Territory as Trustee and the People of Eniwetok;

Whereas, the parties desire to further amend the Agreement,

Now, therefore, the parties hereto further amend the Agreement in Principle dated November 19, 1956, as follows:

1. There is hereby added to Paragraph 4 as amended the following:

The High Commissioner may in his absolute discretion pay to or apply for the benefit of the beneficiaries, in addition to the payments heretofore provided, said amounts from the principal of the trust estate, up to the whole thereof, as the High Commissioner may from time to time deem necessary or advisable for the beneficiaries use and benefit.

2. All other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect.

In Witness Whereof the parties have set their hands this 19th day of August, 1969.

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

Edward E. Johnston
Edward E. Johnston, High Commissioner

FOR THE PEOPLE OF ENIWETAK ATOLL

[Signature]
Chief Magistrate

[Signature]
Scribe

[Signature]
Chief Council


[Signature]
Policeman

[Signature]
Policeman

[Signature]
Iroij Johannes (Eniwetok)

[Signature]
Iroij Loreau (Enjehi)



 5011645

THIS AGREEMENT, entered into this 16th day of September, 1976, by and between the Government of the Trust Territory of the Pacific Islands and the duly constituted representatives of the owners of the land of Enewetak Atoll,

WITNESSETH THAT:

WHEREAS, the Military Construction Appropriation Act of 1977 appropriates the sum of \$20,000,000 for the cleanup of Enewetak Atoll and provides as follows:

"That none of the funds appropriated under this [Military Construction, Defense Agencies] paragraph may be expended for the cleanup of Enewetak Atoll until such time as the Secretary of Defense receives certification from appropriate administering authorities of the Trust Territory of the Pacific Islands that an agreement has been reached with the owners of the land of Enewetak Atoll or their duly constituted representatives that this appropriation shall constitute the total commitment of the Government of the United States for the cleanup of Enewetak Atoll."; and

IT IS THEREFORE AGREED, that the foregoing appropriation for the cleanup of Enewetak Atoll provided by the Military Construction Appropriation Act of 1977 shall constitute the total commitment of the Government of the United States for the cleanup of Enewetak Atoll.

 5011646

IN WITNESS WHEREOF, the undersigned have set their hand and seal on the date first mentioned, at Enewetak Atoll.

THE PEOPLE OF ENEWETAK

By

Joanej Peter
Chief Joanej Peter

Binton Abraham
Chief Binton Abraham

Hertes John
Hertes John, Magistrate

Johnny Kabin
Johnny Kabin, Scribe

Saul Abraham
Saul Abraham, Secretary

Samson Samson
Samson Samson, Chief Council.

Obet David
Obet David, Councilman

Joseph Erenist
Joseph Erenist, Councilman

BENJAMIN GEIDON
Benjamin Geidon, Council.

Lombwe Mark
Lombwe Mark, Councilman

Smith GIDEON
Smith Geidon, Council.

Boaz David
Boaz David, Councilman

Alik Jorim
Alik Jorim, Councilman

Aisak Tom
Aisak Tom, Councilman

Peter Joanej
Peter Joanej, Councilman

Balik Paul
Balik Paul, Councilman

Setao HENRY
Setao Henry, Councilman

GOVERNMENT OF THE TRUST TERRITORY
OF THE PACIFIC ISLANDS

By Peter T. Coleman and
Peter T. Coleman
Acting High Commissioner

By Oscar deBrun
Oscar deBrun
District Administrator
Marshall Islands District



5011648

SCHEDULE OF LAND ON BIKINI AND RONGERIK ATOLLS

BIKINI ATOLL

<u>ISLAND NAME</u>	<u>MI²</u>
BIKINI	1.0
ENYU	.5
AIRUKIJIJI-ENINMAN	.45
ENIRIK	.3
RUKOJI	.06
CHIEERETE	.06
ARRIKAN	.01
OURUKAEN	.02
BOKOAE TOKUTOKU	.01
BOKORORYURU	.01
BOKOBYAADA	.08
BOKONEJIEN	.01
NAMU	.2
YUROCHI	.06
UORIKKU-ACMOEN	.23
TOTAL	<u>3.00</u>

BIGIREN
REERE
AIRUKIRARU
ROMURIKKU
BRAVO

SCHEDULE OF LAND ON BIKINI AND RONGERIK ATOLLS

RONGERIK ATOLL

<u>ISLAND NAME</u>	<u>MI²</u>
RONGERIK *	.23
TARROWATT	.04
ENEWETAK*	.17
BOCK	.14
JEDIBBERDIB	.01
LATOBACK	.09
MORTLOCK	.01
BIGONATTAM	.12
TOTAL	.81

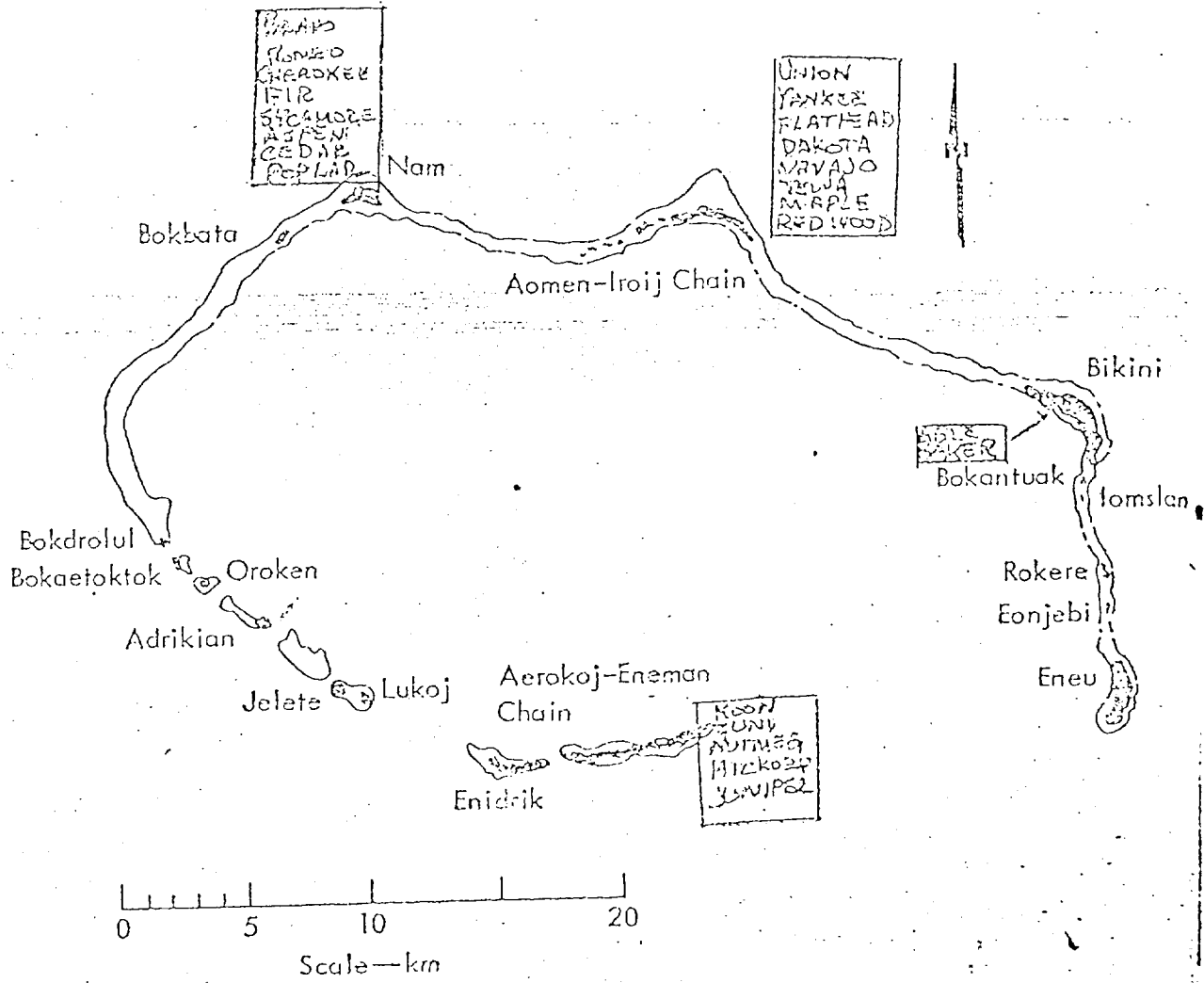
*According to John de Young, these are the only Islands with arable land.

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BIKINI ATOLL

5011652

5011653



Henry
Ludin
Busti
Jesse
Iabagi
Haci
Blasam
Jesse

Group (1956)

WITNESS:

Jack A. Tobin

Jack A. Tobin
District Anthropologist

Tion Bikajle

Tion Bikajle
Assistant Anthropologist

William Allen

William Allen
Administrative Advisor

Agreement in Principle regarding the use of Eniwetok Atoll, executed November 19, 1956 at Eniwetok Atoll.

TRUST TERRITORY OF THE PACIFIC ISLANDS
Majuro, Marshall Islands

November 22, 1956

AGREEMENT IN PRINCIPLE REGARDING THE USE OF BIKINI ATOLL

WHEREAS, in order for the Trust Territory of the Pacific Islands to play its part in the maintenance of international peace and security it became necessary for the United States of America, the administering authority for the said Trust Territory, to occupy and use, with the consent of the inhabitants, all of the atoll of Bikini located in the Marshall Islands, between 11 degrees 29 minutes North latitude to 11 degrees 43 minutes North latitude, and 165 degrees 11 minutes East longitude to 165 degrees 34 minutes East longitude, thus depriving the owners of the use of the said atoll;

WHEREAS, an assembled meeting was held on Kili Island on November 9, 1956 with the majority of the people who possess rights in Bikini Atoll to discuss a settlement for the past and future use of Bikini Atoll, and

WHEREAS, agreement was reached at said meeting with no one present dissenting.

It is hereby agreed as follows:

1. The Government of the Trust Territory of the Pacific Islands will grant and convey to all of the people who possess land rights in

As printed in Appendix
Trust Territory Report
to United Nations, 1957

5011554

Bikini Atoll, that is the commoners, according to the accepted Marshallese custom, full use rights in the following islands, islets and land parcels from the public domain of the said Trust Territory:

Kili, also known as Hunter's Island, located at 5 degrees 38 minutes 45 seconds North latitude and 169 degrees 7 minutes East longitude;

Jebet (Devet) located on the eastern side of the Jaluit Atoll at 6 degrees 7 minutes 16 seconds North latitude and 169 degrees 33 minutes 43 seconds East longitude;

Jar (Djar) located on the eastern side of Jaluit Atoll at 6 degrees 7 minutes 36 seconds North latitude and 169 degrees 33 minutes 46 seconds East longitude;

Boklablab located on the eastern side of Jaluit Atoll at 6 degrees 6 minutes 50 seconds North Latitude and 169 degrees 35 minutes 10 seconds East longitude;

and the land area on the southern end of Jebwar Island located on the eastern side of Jaluit Atoll known as Lojokar. All government lands south of Lojokar wato to the end of Lullol wato.

All these lands may be divided among the former Bikini people as they shall mutually agree, and the use rights to the land, lagoon, or reefs of the above mentioned lands, together with all buildings and trees thereon shall be held by them, and their heirs and assigns in accordance with the accepted Marshallese customs.

2. The aforesaid use rights in the aforesaid government lands shall continue until such time as it may be possible for the people to return to Bikini, providing they wish to return to occupy said Atoll.

3. The Government of the Trust Territory of the Pacific Islands and/or the Government of the United States of America shall possess the full use rights to Bikini Atoll until such time as it determines it will no longer be necessary to occupy and use the said Atoll.

4. The sum of \$325,000.00 shall be conveyed to those persons, those commoners, who possess rights in Bikini Atoll. This money is to be administered as follows: (1) \$25,000.00, receipt of which is hereby acknowledged, to be paid the aforesaid parties at the time of signing this agreement and may be divided among those who possess aforesaid rights in Bikini Atoll, or otherwise utilized as all parties concerned agree; and (2) the remaining \$300,000.00 to be placed in a trust fund to be established and administered by the High Commissioner until such time as said trust fund can be administered by a qualified institution. The trust fund shall be invested only in United States Government securities and interest accrued from said fund will be paid in such manner as may be further agreed upon by the *atabs* and people with vested land rights in Bikini.

5. The people and *atabs* signing this Agreement in Principle represent that they have the full and complete right to represent the interests of any and all individuals who by reason of having lived on

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Bikini or Kili, may now or at any future date have a claim against the United States or Trust Territory Governments by reason of their use of Bikini Atoll.

Accordingly, the people and alabs signing this agreement agree that any future claims by Bikinians based on the use of Bikini by the Governments of the United States or the Trust Territory or on the moving of the Bikini people from Bikini Atoll to Kili Island shall be against them and not against the Government.

This Agreement was made voluntarily and without any compulsion or coercion whatsoever.

FOR THE PEOPLE OF BIKINI ATOLL:
ALABS OF BIKINI ATOLL

<u>Yuda</u>	<u>Yuda (K)</u>	_____	_____
<u>Jaka</u>		_____	_____
<u>Jaka (K)</u>		_____	_____
<u>Jaka (K)</u>		_____	_____
<u>Jaka</u>		_____	_____
<u>Jaka</u>		_____	_____
<u>Jaka</u>		_____	_____
<u>Jaka</u>		_____	_____
<u>Jaka (K)</u>		_____	_____

ALABS OF KILI ISLAND

<u>Kila</u>	<u>Pere</u>	<u>Kila (K)</u>	_____	_____
<u>Kila</u>	<u>Pere</u>		_____	_____
<u>Kila (K)</u>	<u>Pere</u>		_____	_____
<u>Kila</u>	<u>Pere</u>		_____	_____

Delmas H. Tucker *Delmas H. Tucker*
 High Commissioner

WITNESS:

Jack A. Tobin *Jack A. Tobin*
 District Anthropologist

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~~XX~~

Kondo Sandbergent *Kondo Sandbergent*
 Manager, Kili Development Project

David Ebrean *David Ebrean*
 Taro Expert

Agreement in Principle Regarding the Use of Bikini Atoll, executed
 November 22, 1956, at Kili Island.

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DEVELOPMENT OF THE AMOUNT TO BE OFFERED THE MARSHALLESE
SETTLEMENT OF NUCLEAR CLAIMS

A conservative approach to arrive at a figure for negotiating radiation damage land claims must involve setting a value in fee for the land. Such an approach is conservative because in effect, it amounts to paying a full "purchase price" for the land. The value should be consistent with work done in connection with preparation for the Kwajalein base negotiations where KMR land was appraised to have a value in fee of \$4,668 per acre, and mid-atoll corridor land was appraised to have a value in fee of \$3,500 per acre. The land subject to radiation claims varies in quality, but is considered to lie in value between that assigned to KMR and that assigned to the mid-atoll corridor. Thus, for our purposes it is reasonable to assume a value in fee of \$4,000 per acre.

Eniwetok Atoll has a total land area of 1,760 acres, but only about 1,100 acres are subject to a damage claim. At \$4,000 per acre, the value in fee of this land is about \$4.4 million. This figure must be adjusted for amounts already paid as compensation. Eniwetok has received ex gratia cash payments of about \$1.2 million and have been given clear title to land worth about \$4 million (Ujelang), for a total of \$1.6 million. However, the \$2.8 million remaining for Eniwetok (\$4.4 million value in fee less \$1.6 million compensation) does not take into account the extraordinary \$95 million effort now underway to clean up that atoll. For practical purposes, this should satisfy any remaining Eniwetok land claim because it makes them whole.

Bikini Atoll has a total land area of about 1,900 acres, all of which are subject to a damage claim. Using the same valuation figure of \$4,000 per acre, the value in fee of this land is about \$7.6 million. The Bikini people have received about \$3.4 million in compensation, but it is open to question whether these payments should in any way be considered as compensation for land damage as opposed to compensation for disruption of the people's lives. Depending on whether or not these payments are offset against the \$7.6 million land value, the Bikini claim value would range from \$4.2 to \$7.6 million.

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The possibility also exists that and at Rongelap Atoll and elsewhere in the Northern Marshalls may be subject to a land claim. The best prognosis now is that no more than 500 acres might be subject to such a claim. This would mean adding another \$2 million to the damage amount, making a total of \$6.2 to \$9.6 million. Should the radiological survey now in progress result in data to support claims in excess of 500 acres at Rongelap or elsewhere, this figure would need to be revised upward.

As a practical matter, we cannot assume such an analysis would be totally acceptable to the Marshallese. There are bound to be differences of opinion, and our negotiator must have some room to maneuver. For example, no matter what the hard facts, it is unlikely Eniwetok will not want some part of a settlement. Setting an upper limit in this context is an arbitrary decision. Nevertheless, for practical as well as psychological reasons, the figure of \$10 million as a boundary makes sense, subject to possible upward revision, noted in the preceding paragraph, should the damage at Rongelap and elsewhere in the Northern Marshalls prove greater than is now foreseen.



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United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

June 18, 1979

Mr. Richard J. Stone
Deputy Assistant General Counsel
for Intelligence, International
and Investigative Affairs
Office of the General Counsel
Department of Defense
Washington, D.C. 20301

Dear Mr. Stone:

This is a followup to our telephone conversation of June 15, 1979, in which you requested information today on money actually paid to date under P.L. 95-134 for personal injuries to the people of Rongelap and Utirik, and information on our projections for the future by way of compensation for personal injury for all of the Marshallese who may have been affected by the program of nuclear testing conducted in the Marshall Islands by the U.S. Government.

The information on the exposed people of Rongelap and Utirik briefly is summarized below. Again, I must reiterate that there is no way we can reasonably make projections for the future. We are seeing late effects in the actual fallout victims now. Twenty years ago, medical authorities did not believe there would be any late effects. There is no way of knowing what effects, genetic or otherwise, may turn up in the next generation or future generations.

In August 1964, by P.L. 88-385 (78 Stat. 598), Congress authorized \$950,000 as compassionate compensation to the 86 people of Rongelap for radiation exposure sustained by them as a result of the thermonuclear detonation at Bikini Atoll of March 1, 1954. Five percent of this amount was paid out for attorney fees, i.e., \$47,500; the balance, \$902,500, was divided equally amongst the affected Rongelap individuals. This came to \$10,494 per individual.

The 158 inhabitants of Utirik Atoll, who had received a lesser degree of fallout, were not included in P.L. 88-485, because at that time medical authorities held that the radiation dose they had received was not high enough to cause any ill effects.

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Starting in 1965, and after passage of P.L. 88-485, late thyroid abnormality effects began to appear among the Rongelap population and these increased yearly. By the mid-1970's, similar thyroid abnormalities began to appear in the people of Utirik. This led on March 17, 1977, to the submission to Congress by Interior of a bill to provide additional ex gratia compensation for the people of Rongelap and initial compensation for the people of Utirik. The bill also provided a flat \$1,000 ex gratia payment to all of the affected Utirikese. This submission resulted in P.L. 95-134 (91 Stat. 1159), approved October 15, 1977, which provided specific amounts of compensation for specific injuries or death. The first appropriation under P.L. 95-134 was made in the regular FY 78 Interior Appropriation Act. Under P.L. 95-134, to date some \$1,383,000 in individual payments have been made as follows:

Rongelap Exposed

35 payments of \$25,000.....	\$ 875,000
1 death payment.....	\$ 100,000

Utirik Exposed

158 individual ex gratia payments....	\$ 158,000
10 payments of \$25,000.....	\$ 250,000

Total to date..... \$1,383,000

Additional late thyroid effect cases continue to appear in these two affected groups.

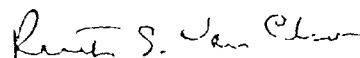
It should be clearly noted that P.L. 95-134 provides for compensation only to the affected individuals who were on Rongelap or Utirik on March 1, 1954, and primarily revolves around the effect of thyroid abnormalities. P.L. 95-134 does not provide for any future effects which might develop in succeeding generations in these two groups -- nor, of course, in any other group.

We hope that there will not be any claims of this sort from the Bikini or Enewetak people. They were not exposed to direct fallout. As you are aware, however, 145 advance Bikini residents were evacuated in August 1978 from Bikini Island when it was determined that continued residence there would be detrimental to their health. In 1980, we expect that the people of Enewetak Atoll will be returning to the southern part of their atoll. We cannot predict at this time what if any effects will result from long-term residence in areas where low radiation will be present for generations to come.

The Marshall Islands Political Status Delegation also recently brought to our attention the contention that the people of Likiep Atoll appear to be suffering from an unusually high rate of thyroid abnormalities, as may also be the people of Ailuk Atoll and Mejit Island. These three areas lie just below the so-called "estimated intermediate" fallout contour pattern of the March 1, 1954, Bravo Test. In collaboration with the Department of Energy authorities, we have pledged that a medical examination soon will be carried out to determine if, indeed, thyroid and other unusual medical problems are turning up in the people of these three areas also.

In short, we cannot predict what will happen in the future. We do not know whether there will be other late effects, as for example, the thyroid problems of Rongelap or Utirik which earlier were not anticipated.

Sincerely yours,



Mrs. Ruth G. Van Cleve
Director
Office of Territorial Affairs



5011665





Department of Energy
Washington, D.C. 20545

JUN 21 1979

Mr. Richard Stone
Deputy Assistant General Counsel
Department of Defense
Washington, D.C. 20301

Dear Mr. Stone:

This is in response to your telephone request of June 14, 1979, to members of my staff for information relative to the recent past, current, and projected costs and general content of the continuing and anticipated Department of Energy (DOE) programs in the Marshall Islands.

The enclosed consists of a "best estimate" by the staff. In view of the nature of the programs, the fact that the direction and magnitude of future effort often depends upon conclusions resulting from continuing surveillance of the situation, and the expectation that future requests from various interested parties may significantly affect the program, it should be clearly understood that the enclosed cost estimates are considered as tentative only. As you well know, the present circumstances in the Marshall Islands are very fluid, and it is difficult to anticipate a wide spectrum of possible demands upon the programs which might alter the cost estimates.

Furthermore, it should be noted that we have not included those programs which are not of a continuing nature and are considered to terminate within the next fiscal year (e.g., the 13-atoll survey, support to the Defense Nuclear Agency for activities associated with the cleanup of Enewetak).

I trust that this information is responsive to your request. Please let me know if we can be of further assistance.

Sincerely,

Ruth C. Clusen
Assistant Secretary for Environment

Enclosure

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The Department of Energy program in the Marshall Islands consists of medical, monitoring and assessment components. Past, current and estimated future operating costs (X 1000) are:

	<u>FY 77</u>	<u>FY 78</u>	<u>FY 79</u>	<u>FY 80</u>	<u>FY 81</u>	<u>FY 82</u>	<u>FY 83</u>
Budgeted cost	1875	2770	3095	3390	3692	6100	7000
Unbudgeted				1585	1849		


Estimated manpower requirements vary between 40-50 man-years of effort depending upon number of trips, specific needs, unanticipated requests, etc.

It must be emphasized that it is extremely difficult to anticipate all possible needs and contingencies in the activities in the Marshall Islands. Past and present experience shows that unexpected findings and unanticipated requests from various sources (e.g., the Marshall Islands Government, legal representatives for various groups of people) may significantly affect, alter or add to the projected program. While these issues have been included herein to the best of our knowledge, additional efforts and requests are not precluded. For these and other reasons, a standing capability of response must be maintained. The projected cost estimates, therefore, should only be considered as tentative.

The two major components of the program are discussed in greater detail below:

Medical Program

The medical program in the Marshall Islands in FY 79 provides medical surveillance of persons on Rongelap and Utirik who were radiologically exposed following testing in the

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Marshall Islands, plus a matched control population consisting primarily of unexposed Rongelap people. In addition, a limited surveillance has been provided to those persons who were relocated from Bikini. The approximate numbers of Marshallese are:

Rongelap	~ 90
Utirik	~ 160
Matched controls	~ 200
Bikinians	~ 140
	<hr/>
TOTAL	~ 590

Depending upon circumstances, usually three of four trips are made each year to these locations. Brookhaven National Laboratory (BNL) Medical Department physicians coordinate and direct these programs. One of these trips consists of a large medical staff (usually 12), the majority of whom are specialists from various leading U.S. medical centers and institutions. At this time the annual physical examinations are given, including hematological, urological, serological and other examinations as appropriate.

During these visits, "sick call" is held for all residents wishing medical attention; this usually results in up to several hundred persons on each atoll seeing the physicians. Included in "sick calls" are physical examinations, blood tests, treatment if possible, and referral to the Trust Territory Health Services.

Other visits during the year are far more specialized examinations (e.g., pediatrics, thyroid, dental, intestinal parasites, etc.) and include BNL staff and appropriate specialists.

A resident physician assists in these visits.

Because of the particular concern related to radiation effects on the thyroid, a separate baseline comparison group has been established, consisting of approximately 500 persons on Rongelap and Utirik and a limited number of other atolls. While this group does not receive complete annual physical examinations, they do provide a baseline for a number of thyroid function tests and thyroid disease incidence rates.

The medical program may need to be expanded in FY 80:

1. Persons who resided on Bikini will be included in the program.
2. Baseline medical information will be obtained on persons scheduled to return to Enewetak; this may include in excess of 450 people.
3. It may be necessary to conduct a medical survey of approximately 600 persons who were present on Likiep in 1954.
4. It is anticipated that based upon radiological surveillance results other population groups (unknown at present) may need to be included. These activities could require \$1 million which is above current budget availability.

Depending upon medical findings, the medical program in FY 81 is expected to include persons living on Rongelap, Utirik and Likiep, and Bikinians at their residence locations.

The greater than three-fold increase anticipated in the population under medical surveillance during FY 80 and FY 81 results in a special problem. The ship which is presently

under charter for these (and other) visits is only marginally adequate for the present program, and would be totally inadequate for any expansion in the program. If an adequate medical program is to be conducted, it is essential that funds be made available for purchase of a 175-foot ship. An estimated cost for the ship and appropriate outfitting is \$1,500,000 - \$2,000,000 but is not in the budget.

The past, present and estimated projected operating funding levels (X 1000) are:

	<u>FY 77</u>	<u>FY 78</u>	<u>FY 79</u>	<u>FY 80</u>	<u>FY 81</u>	<u>FY 82</u>	<u>FY</u>
Budgeted Funding	810	1154	1265	1413	1580	3000	3500
Unbudgeted				1000	1000		

Monitoring and Assessment Program

The radiological monitoring and assessment program in the Marshall Islands consists of field operations, laboratory studies and analyses, exposure assessments, and advisory services.

During FY 79 three trips are being conducted to carry out whole-body counting activities among the Rongelap, Utirik and Bikini peoples, and to begin acquisition of baseline information from Enewetak people planning to return to their atoll. The approximate numbers of people included in this activity are:

Rongelap	~100 plus controls
Utirik	~100 plus controls
Bikinians	~200 plus controls
Enewetak	~100
TOTAL	~500

It is expected that two or three trips a year will be continued, with four or five professional staff participating on each trip. If circumstances require (e.g., including all resettled Enewetak people, other atoll peoples), additional effort may be required.

Environmental monitoring is conducted on the atolls of Enewetak, Bikini, Rongelap and Utirik. Included are studies of radionuclide transport mechanisms and exposure pathways to man (e.g., foods and food chains) from both the terrestrial and the marine environments. Also included are studies of the dietary components on the several atolls. At present, these efforts require four trips per year to the Enewetak and Bikini atolls, and two trips per year to the Rongelap and Utirik atolls. Depending upon the specific purpose of each trip, five to seven professional staff persons participate. These trips result in 2000-3000 samples of various types being returned from analytical examination each year.

It is expected that the current program will be continued, and that some modest expansion may be projected due to (a) additional studies at Enewetak after the people return, and (b) possible increased effort at other atolls (unknown at present) as radiological findings and circumstances dictate.

Individual and population dose assessments are based upon the actual measurements of radionuclides in residents and in the environment. These assessments provide the bases upon which decisions are made with respect to the acceptability or unacceptability of various living patterns, residence locations, food consumed, etc.

The immediate past and current funding levels, together with estimates of projected operating funding requirements for FY 80-83 are as follow (X 1000):

	<u>FY 77</u>	<u>FY 78</u>	<u>FY 79</u>	<u>FY 80</u>	<u>FY 81</u>	<u>FY 82</u>	<u>FY 83</u>
Budgeted Funding	1065	1616	1830	1977	2112	3100	3500
Unbudgeted				585	849		

It is anticipated that a whole-body counter will require replacement at a cost of about \$100K. Also, replacement of and additions to other laboratory and field equipment will amount to roughly 5-10 percent of the operating budgets.

