

AGREEMENT BETWEEN THE U.S. ATOMIC ENERGY COMMISSION
AND THE TRUST TERRITORY OF THE PACIFIC ISLANDS

The United States Atomic Energy Commission (hereinafter referred to as the "Commission") and the Trust Territory of the Pacific Islands (hereinafter referred to as the "Trust Territory") desire to enter into an agreement whereby the AEC will provide partial reimbursement for costs incurred by the Trust Territory under Public Law No. 5-52 of the Congress of Micronesia, the said law being entitled the "Trust Territory Fallout Survivors Act," enacted on April 11, 1973.

Therefore, the Commission hereby agrees to provide funds in an amount not to exceed \$20,000 per annum, on a reimbursable basis, subject to the following terms and conditions:

1. The term of this agreement shall begin on the date of its execution and, subject to extensions mutually agreed to by the parties or their successors, shall expire on June 30, 1975.
2. The estimated cost under this agreement is \$20,000 per annum and payments hereunder shall not in the aggregate at any time exceed this amount. Reimbursement will be made quarterly for actual costs incurred upon receipt by the AEC of detailed expenditure statements from the Trust Territory.
3. It is expressly understood and agreed that the Commission's reimbursement hereunder shall be limited to research-related expenditures incurred by the Trust Territory in accordance with the following provisions:
 - (a) Reimbursement shall be provided only for persons on the roster of the Brookhaven Medical Survey Team; the roster shall include only exposed persons and designated control persons (enclosure 2).
 - (b) Reimbursement shall be provided only in the case of medical illness (not including injuries due to accidents unrelated to irradiation) which require transportation to a distant site for care, and shall include the following classes of expenditure:
 - (1) Transportation by field ship to include fare and meals; and
 - (2) per diem of \$9 for the patient and also \$9 for one person accompanying the patient.

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4. A report of activities conducted under this agreement relative to persons eligible under paragraph 3.(a) above will be submitted by the Trust Territory at least 60 days prior to the renewal date or no later than April 30, 1975.
5. It is agreed and understood that the Trust Territory will indemnify and hold harmless the Commission, its contractors and employees from any and all liability (including third party liability) for any cause whatsoever arising out of implementation of the aforesaid Act and resulting in injury, loss, or damage to a patient, person accompanying the patient or any other person; provided, however, that this indemnification provision shall not apply to the extent that such liability, injury, loss, or damage shall have resulted from the fault or negligence of the Commission, its contractors, or employees.
6. Appendix "IA," dated October 31, 1974, and covering standard AEC requirements in connection with the Commission's interagency research agreements, is annexed hereto and hereby made part of this agreement.

U.S. ATOMIC ENERGY COMMISSION

TRUST TERRITORY OF THE PACIFIC ISLANDS

Accepted by Charles W. Livingston Acting for
Title: Director, Division of Bio-
medical & Environmental Research
Date: NOV 8 1974

Accepted by Richard E. Johnston
Title: HIGH COMMISSIONER
Date: DEC. 2, 1974

- Enclosures:
1. Appendix "IA"
 2. Roster

APPENDIX "IA" - REIMBURSEMENT

I. Definitions

Only for purposes of this agreement, "Commission" means the U.S. Atomic Energy Commission or any duly authorized representative thereof, and "Agency" means Trust Territory of the Pacific Islands or any duly authorized representative thereof.

II. Costs Chargeable to Commission Funds

Subject to limitations and conditions specified in the agreement incorporating this Appendix, the Agency may charge the Commission, except as otherwise provided in Articles VIII and IX hereof, the actually incurred costs necessary or incident to the performance of the work, except that no charge shall be made for general administrative or central agency overhead except to the extent otherwise provided in the agreement.

III. Financing

Upon presentation by the Agency of proper vouchers, the Commission will reimburse the Agency for costs actually incurred on Commission work subject to any limitations on costs otherwise provided in this agreement. Requests for reimbursement shall show separately the amounts to be reimbursed for (a) operating costs, (b) capital equipment (as defined in VIII below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction, or expansion.

IV. Notice of Costs Approaching Total Estimated Costs

Whenever the Agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the Agency shall promptly notify the Commission in writing. The Agency shall also notify the Commission, in writing, when the aggregate of costs incurred and outstanding commitments allowable under this agreement is equal to ninety percent (90%) (or such other percentage as the Commission may from time to time establish by notice to the Agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal one hundred percent (100%) of such estimated total costs, the Agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the Commission shall increase the total estimated costs to be incurred with respect to this agreement.

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V. Financial Reports

The Agency shall furnish the Commission, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the Commission. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.

VI. Accounting Records

The Agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the Commission.

VII. Termination

The Commission may terminate this agreement upon 30 days written notice of such termination addressed to the Agency. In the event of such termination, the Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of termination, and for commitments extending beyond the effective date of termination to a date not later than the date upon which the agreement would have expired if not terminated under this paragraph, which the Agency, in the exercise of due diligence, is unable to cancel. Payments under this agreement, including payments under this article, shall not exceed the ceiling amount elsewhere specified in this agreement.

VIII. Capital Equipment

- A. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally a year or more, and has sufficient monetary value, generally of \$300 or more, to justify continuing accounting records for the item.
- B. Unless expressly authorized by the Commission in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
- C. If capital equipment is purchased or otherwise acquired pursuant to an authorization under paragraph B. above, except as may be otherwise agreed by the Commission and the Agency:
 1. The title thereto shall vest in the Commission;
 2. the Agency shall be responsible for the maintenance and safeguarding thereof; and

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3. the Agency shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the Commission, of capital equipment procured or fabricated.

IX. Real Property and Facilities

Unless expressly authorized by the contracting officer in advance, the Agency shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.

X. Patents

- A. Whenever any invention or discovery is made or conceived by an employee, a consultant, or a contractor of the Agency in the course of or under the terms of this agreement, the Agency shall furnish the Commission with complete information thereon; and the Commission shall have the sole power to determine whether or not, and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application or patent that may result. The judgment of the Commission on these matters shall be accepted as final; and the Agency, for itself and for its employees, consultants, or contractors shall agree that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Commission, including aiding the Commission (at Government expense by proper arrangements) in the prosecution of applications for the patents and in the defense of the Government's rights in any country.
- B. No claim for pecuniary award or compensation under the provisions of the Atomic Energy Acts of 1946 and 1954 shall be asserted by the Agency, its employees, consultants or contractors with respect to any invention or discovery made or conceived in the course of, or under the terms of this agreement.
- C. Except as otherwise authorized in writing by the Commission, the Agency will obtain patent agreements to effectuate the purposes of paragraphs A. and B. of this Article from all persons (except such clerical and manual labor personnel as will not have access to technical data) who perform any part of the work under this agreement and any other contracts entered into for performance of work called for under this agreement.
- D. It is recognized that during the course of the work under this agreement, the Agency or its employees, consultants or contractors may from time to time desire to publish, within the limits of security requirements, information regarding scientific or technical

developments made or conceived in the course of or under this agreement. In order that public disclosure of such information will not adversely affect the patent interests of the Commission or Agency, patent approval for release and publication shall be secured from the Commission prior to any such release or publication.

- E. In order that the regulations of the Agency may be made applicable to inventions, discoveries, or improvements, in which the Commission determines that it does not desire to file or retain all rights, the Commission agrees, if requested by the Agency, to inform it as to all such inventions, discoveries and improvements reported to the Commission hereunder which do not involve classified information or Restricted Data, and the regulations of the Agency shall be applicable thereto.

XI. Security

A. Contracting Agency's Duty to Safeguard Restricted Data, Formerly Restricted Data, and Other Classified Information.

In the performance of the work under this agreement, the Agency shall, in accordance with the Atomic Energy Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Agency's possession in connection with the performance of work under this agreement. Except as otherwise expressly provided in the agreement, the Agency shall, upon completion or termination of this agreement, transmit to the Commission any classified matter in the possession of the Agency or any person under the Agency's control in connection with performance of this agreement. If retention by the Agency of any classified matter is required after the completion or termination of the agreement and such retention is approved by the Commission, the Agency will complete a certificate of possession to be furnished to the Atomic Energy Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If retention is approved by the Commission, the security provisions of the agreement will continue to be applicable to the matter retained.

B. Regulations

The Agency agrees to conform to all security regulations and requirements of the Commission.

C. Definition of Restricted Data

The term "Restricted Data" as used in this article, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

D. Definition of Formerly Restricted Data

The term "Formerly Restricted Data" as used in this article, means all data removed from the Restricted Data category under Section 142d. of the Atomic Energy Act of 1954, as amended.

E. Security Clearance of Personnel

The Agency shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

F. Criminal Liability

It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Agency or any person under the Agency's control in connection with work under this agreement, may subject the agents, employees or subcontractors of the Agency to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et. seq; 18 U.S.C. 793-4; and Executive Order 10501, as amended.)

XII. Technical Progress Reports; Publication

The Agency will make such reports to the Commission on the progress of the work under this agreement as may be mutually agreed upon.

XIII. Classification

In the performance of the work under this contract, the Agency shall assign classifications to all documents, material and equipment originated or generated by the Agency in accordance with classification guidance furnished to the Agency by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order the subcontractor or supplier shall assign classifications to all such documents, material and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the Agency.

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