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MEETING WITH REPRESENTATIVES OF CONGRESS OF MICRONESIA TO DISCUSS
AGREEMENT FOR REIMBURSEMENT UNDER TERMS OF MICRONESIAN PUBLIC LAW 5-52

A meeting was held at 10:15 a.m. on 6/12/74 between Senator Wilfred Kendall and Representative Joab Sigrah of the Congress of Micronesia, Brian Farley, Advisor to the Congress of Micronesia, Harry U. Brown, Territorial Officer, Department of the Interior, and Drs. Burr, Stuart, and Marks, and Mr. Greenleigh of AEC. The meeting was called to discuss revisions of a draft agreement to provide reimbursement for costs incurred by the Trust Territory under Public Law no. 5-52 of the Congress of Micronesia. AEC had forwarded a draft agreement as approved by Commissioner Larson to the Department of Interior for their comments on January 28, 1974. The draft was forwarded by Interior to the Government of the Trust Territory who turned it over to the Special Joint Committee Concerning Rongelap and Utirik Atolls of the Congress of Micronesia to obtain their response. Suggested revisions with relevant comments by Senator Borja were forwarded by Stanley S. Carpenter, Director of Territorial Affairs, Department of the Interior on March 27, 1974. Mr. Carpenter suggested a meeting in his cover letter; Mr. Brown reaffirmed that suggestion recently.

Since Brian Farley and a delegation from the Congress of Micronesia were attending the U.N. Trusteeship Council meeting in New York during the first and second weeks in June, this was considered a propitious time to resolve differences concerning the interagency agreement.

During the opening remarks at the meeting the point was made by AEC representatives that our agency is restricted to funding projects that are somehow related to research. Any program of pure medical care for the Micronesians must be sought through either the Department of Interior or Health, Education and Welfare. Secondly, the government has not assumed legal liability for damage to the inhabitants of the Marshall Islands. Therefore, AEC can only accept compassionate responsibility as stated in U.S. P.L. 88-485 (August 22, 1964) rather than legal liability for damages resulting from the 1954 thermonuclear test.

The program of benefits provided to the people of the Marshall Islands during the past two years was reviewed. This includes the stationing by BNL of a physician in the Marshall Islands to make quarterly visits to Rongelap and Utirik for medical surveillance; the procurement of a

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boat, the LCU, to permit practical implementation of the medical visits; the publication of a booklet explaining radiation and its effects in the Marshallese language; and, as requested, the development of identification cards for persons on the roster of Dr. Conard's medical surveys who will also be eligible for medical benefits under P.L. 5-52.

Mr. Farley was the chief spokesman for the group. He accepted the reluctance of AEC to agree to a ten, rather than one, year agreement in view of the expectation that renewal may be anticipated unless the program is faulty. The precedent of one year terms for contracts of this kind was cited by the AEC representatives. The Marshallese representatives also accepted our assurance that the annual sum paid under the agreement is subject to revision at time of renewal. Mr. Farley suggested that we include in our cover letter comments to the effect that the people should be encouraged to avoid abusing the privileges under the agreement. He felt that this could provide the local government leverage in gaining the cooperation of the people. However, in subsequent discussion, OGC has advised against including such comments, which may be considered offensive by members of the Congress of Micronesia.

We made the point that inclusion of the descendants in the group covered by the agreement could create serious problems in implementation of the program. The offspring have not been included in Dr. Conard's roster, which defines the population of recipients of the benefits. Secondly, the size of the offspring population could increase considerably over time. The numbers involved could jeopardize both Dr. Conard's medical surveys and the reimbursement provided for in the Agreement. Dr. Conard's surveys are limited in time by the availability of his volunteer consulting specialists, who are prestigious scientists and could not be expected to spend several weeks in the Marshall Islands examining a considerably enlarged population. Further, we pointed out that the incidence of manifest genetic defects attributable to irradiation in the offspring population would be very low if any such cases were to occur.

There was considerable discussion of the addition of the words UNRELATED TO IRRADIATION to the exclusion of accidents from benefits under the agreement. We expressed our feeling that the inclusion of accidents related to irradiation could create administrative problems because people who suffer accidents might seek to relate their accidents to their original radiation exposure. Since the likelihood of any such relationship is negligible, the medical aide may be spared some painful decisions if accidents are excluded completely from the program of benefits. However, we left this matter to the discretion of the Marshallese representatives. They advised including "accidents unrelated to irradiation" for coverage in the revised draft for the Micronesian Congressional Committee to accept or remove. The AEC representatives were prepared to accept either decision.

Relative to the indemnification clause, we explained that the clause in the Agreement does not relieve the AEC from responsibility in the event that liability, injury, loss or damage will have resulted from fault or negligence of the Commission, its contractors, or employees. Apparently, a legal advisor to the Micronesian Congress felt that the wording of this clause might relieve the Commission of any responsibility, whether due to negligence or not. Mr. Greenleigh explained that the clause only holds the Commission harmless for damages that do not result from fault or negligence of the Commission, its contractors, or its employees.

After the substantive discussion was completed, Mr. Farley expressed his appreciation to the AEC for its greater cooperation during recent years. His attitude reflected an understanding of the limitation on actions that can be taken by the AEC relative to the Marshallese. The meeting was amicable and seemed to reflect an improvement in relations between the AEC and the Congress of Micronesia.

We agreed to submit the revised draft as proposed by AEC and accepted by the Micronesian representatives along with a letter of explanation to the Department of Interior for transmittal to the Trust Territory at an early date. Consideration of the agreement is to be expedited by both parties so that the program can be implemented as quickly as possible.

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