

Mr. Dupire

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

The U.S. Atomic Energy Commission (AEC) and the Trust Territory of the Pacific Islands 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. It is understood that AEC reimbursement will be limited to research-related expenditures 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 includes only exposed persons and designated control persons.

B. Reimbursement shall be provided only in the case of medical illness, not including injuries due to accidents, that requires transportation to a distant site for care and shall include the following classes of expenditure:

- a. Transportation by field ship to include fare and meals; and
- b. Per diem of \$9 for the patient and <sup>also</sup> for one person accompanying the patient.

The Atomic Energy Commission, therefore, agrees to provide partial reimbursement as outlined above, subject to the following conditions:

1. That the initial term shall begin on the date of execution of this agreement and, subject to extensions mutually agreed to by the parties, shall expire on June 30, 1975.

2. That the estimated cost under this agreement is <sup>\$</sup>20,000 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. That a report outlining the progress of this research will be submitted by the Trust Territory at least 60 days prior to the renewal date or no later than April 30, 1975.

5.4. That Appendix IA (enclosed) covering standard AEC requirements in connection with research and development agreement shall be made a part of this agreement.

Date \_\_\_\_\_

TRUST TERRITORY OF THE PACIFIC ISLANDS

By \_\_\_\_\_

Title \_\_\_\_\_

U.S. ATOMIC ENERGY COMMISSION

Date \_\_\_\_\_

By \_\_\_\_\_

Title: Director, Division of Biomedical and Environmental Research

Enclosure:  
Appendix

4. That the Atomic Energy Commission shall be immune from liability <sup>and</sup> for damages to either the patient or accompanying persons.



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

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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", ~~and~~ enacted on April 11, 1973, ~~upon approval thereof by the High Commissioner of the Trust Territory.~~

Therefore, the Commission hereby agrees to provide funds in an amount not to exceed \$20,000<sup>1</sup>, <sup>annually</sup> on a reimbursable basis, ~~and~~ subject to the following terms and conditions:

1. The term of this agreement shall begin on the date of <sup>its</sup> execution ~~of this agreement~~, and, subject to extensions mutually agreed to by the parties, shall expire on June 30, 1975.
2. The estimated <sup>annual</sup> cost under this agreement is \$20,000<sup>1</sup> 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

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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 includes only exposed persons and designated control persons.
  - (B) Reimbursement shall be provided only in the case of medical illness, (not including injuries due to accidents) <sup>which</sup> ~~that~~ requires transportation to a distant site for care, and shall include the following classes of expenditure:
    - (i) Transportation by field ship to include fare and meals; and
    - (ii) Per diem of \$9.00 for the patient and also for one person accompanying the patient.
4. A report <sup>of activities conducted under this agreement</sup> ~~outlining the progress of this research~~ will be submitted by the Trust Territory at least 60 days prior to the renewal date or no later than April 30,

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 \_\_\_\_\_ and covering standard AEC requirements in connection with the Commission's interagency research agreements, is annexed hereto and hereby made part of this agreement.

Date \_\_\_\_\_ TRUST TERRITORY OF THE PACIFIC ISLANDS  
By \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_ U. S. ATOMIC ENERGY COMMISSION  
By \_\_\_\_\_  
Title: Director, Division of Biomedical  
and Environmental Research

Enclosure:  
Appendix IA  
dated \_\_\_\_\_

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*[Handwritten signature]*

*[Handwritten signature]*

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", and enacted on April 11, 1973, ~~upon approval thereof by the High Commissioner of the Trust Territory.~~

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

1. The term of this agreement shall begin on the date of <sup>its</sup> ~~execution of this agreement~~ and, subject to extensions mutually agreed to by the parties, shall expire on June 30, 1975.
2. The estimated <sup>per annum</sup> ~~annual~~ cost under this agreement is \$20,000 <sup>per annum</sup> 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 includes only exposed persons and designated control persons.
  - (B) Reimbursement shall be provided only in the case of medical illness, <sup>not including injuries due to accidents, ~~that~~ <sup>of which</sup> requires transportation to a distant site for care,</sup> and shall include the following classes of expenditure:
    - (i) Transportation by field ship to include fare and meals; and
    - (ii) Per diem of \$9.00 for the patient and also for one person accompanying the patient.
4. A report <sup>of activities conducted under this agreement</sup> ~~outlining the progress of this research~~ will be submitted by the Trust Territory at least 60 days prior to the renewal date or no later than April 30, 1975.

  
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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 \_\_\_\_\_ and covering standard AEC requirements in connection with the Commission's interagency research agreements, is annexed hereto and hereby made part of this agreement.

Date \_\_\_\_\_ TRUST TERRITORY OF THE PACIFIC ISLANDS

By \_\_\_\_\_


Title \_\_\_\_\_

Date \_\_\_\_\_ U. S. ATOMIC ENERGY COMMISSION

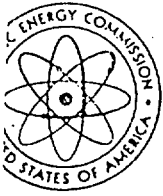
By \_\_\_\_\_

Title: Director, Division of Biomedical and Environmental Research

Enclosure:  
Appendix IA  
dated \_\_\_\_\_

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UNITED STATES  
ATOMIC ENERGY COMMISSION

PACIFIC AREA SUPPORT OFFICE  
P. O. BOX 9186  
HONOLULU, HAWAII 96820

*Mr. Tolson*

November 28, 1973

Trust Territory of the Pacific Islands  
Department of Health Services  
ATTN: Dr. John Iaman  
District Director of Health Services  
Majuro, Marshall Islands 96960

Gentlemen:

With reference to your inquiry to Dr. Knudson and the meeting at Majuro with Bill Streenan, Dr. Knudson, Dr. Riklon and yourself relative to the payment of costs for travel of the exposed Marshallese, the following sets out our understandings of the funding question:

1. My letter dated February 26, 1973 to the High Commissioner relates to this question and is quoted in part for your information - "If, as a result of the surveys and as determined by Dr. Conard, it becomes necessary to transport any of the surveyed Marshallese patients to the United States for further medical treatment, the AEC will fund and pay to the Trust Territory the costs of the patients travel and per diem (at the Trust Territory established rate) from their home island to Kwajalein, and their return from Kwajalein to their home island. These travel and per diem costs will also be allowed for an interpreter accompanying the patients. For the patient's and interpreter's trip from Kwajalein to the United States and return to Kwajalein, the AEC will fund for and provide all transportation, suitable clothing for the colder climate, food, lodging and miscellaneous travel expenses."
2. Also for your information the following is quoted in part from Dr. R. A. Conard's letter dated October 9, 1973 to Mr. Hemos Jilej, Secretary/Treasurer, Rongelap Fallout Survivors Association. "The people should not confuse B.N.L., responsibility with that of the Trust Territory with regard to per diem

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November 28, 1973

payments of patients. At the present time the arrangement is for BNL to pay travel expenses to those patients going to the United States for special treatment such as to the thyroid patients. In order to help the Trust Territory doctors with regular medical care of the people our doctors will sometime recommend that certain people go to Ebeye or Majuro for treatment. The Trust Territory handles the expenses in those cases - not BNL. If we recommend that any of you go to the United States for special treatment you can be sure BNL will take care of your travel expenses."

Based on the above it is our position that if it is the decision of the AEC physician and yourself, the travel of the patient is related to the radiological exposure, the AEC will fulfill their responsibilities as outlined in the above quoted paragraph number 1. However, if it is determined that the travel is related to the regular medical care of the people, the TT is responsible for those expenses.

Hopefully the above mentioned meeting and this letter will clarify our position on the matter and the questions related to your Quarterly Report on PL-5-52, Section 5, will be resolved.

Very truly yours,

Original Signed by  
W B. HILLS

William B. Hills  
Director

OP-723

cc: Oscar DeBrum, TT  
Dr. R. Conard, BNL  
Dr. K. Knudson, TT  
Roger Ray, AM/O, NV  
Dr. J.L. Liverman, USAEC, Hqs. ←

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