Department of Energy
Germantown, MD 20874-1290

AUG 2 5 1998

Mayor James Matayoshi
Rongelap Atoll Local Government Council
Republic of the Marshall Islands
P.O. Box 1766
Majuro, Marshall Islands 96960

Dear Mayor Matayoshi:

Enclosed is a draft proposed Memorandum of Understanding (MOU) between the Rongelap Atoll Local Government and the U.S. Department of Energy. Dr. Paul Seligman has asked that I forward the draft MOU to you so that we might now begin discussing a framework for cooperation during Phase I and Phase II of Rongelap Island's resettlement.

Dr. Seligman hopes to sign this MOU with you during his visit to Honolulu on September 21-24, 1998. Based on your conversations with him at the annual meeting in Honolulu this past July, Dr. Seligman believes you share his desire to expedite this important task. As a first step, I suggest we each designate a contact person to coordinate our review and comments.

Please contact me with your thoughts on our proposed schedule and your ideas on how you would like to coordinate review of the MOU. You can reach me by e-mail at frank.hawkins@eh.doe.gov, by telephone on (301) 903-2476, or by facsimile at (301) 903-1413. I look forward to hearing from you.

Sincerely,

Frank Hawkins
Director
Office of International
Health Programs

Enclosure

cc w/enclosure:
Minister Phillip Muller, RMI
Senator Johnsay Riklon, Rongelap
Ambassador Banny de Brum, RMI
Earl Gilmore, International Bridge
and Construction
Dave Layton, LLNL
Gordon MacLeod, Bechtel Nevada
Joe McDermott, DOI
Howard Hills, Counsel to the Roneglap
Atoll Local Government Council
Ambassador Joan Plaisted, U.S.

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Draft 8/25/98

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF ENERGY

AND

THE RONGELAP ATOLL LOCAL GOVERNMENT

This Memorandum of Understanding ("MOU") is entered into between the United States Department of Energy ("DOE") and the Rongelap Atoll Local Government ("RALGOV") (collectively the "Parties").

Article I. Purpose

1.1 The purpose of this MOU is to establish a framework for cooperation between the Parties to foster timely accomplishment of the milestones of Phase I and Phase II of RALGOV's Rongelap Resettlement Program adopted March 9, 1995 (RALGOV Res. 95-20).

Article II. DOE Undertakings

2.1 To assist RALGOV to achieve the objectives of Phase I of the Rongelap Resettlement Program, DOE will undertake the following activities, as set forth in the "Department of Energy Environmental Monitoring Support Plan for Rongelap Resettlement Activities" (September 1, 1998) (hereinafter "DOE Support Plan").

Soil Remediation:

(1) Recommend depth of soil excavation and removal in the proposed housing and village area of Rongelap Island;

(2) Collect and analyze surface soil samples for concentration of plutonium, following the scraping of the proposed village and housing area (before application of coral fill);

(3) Recommend amount, rate, and frequency of application of potassium (KCl) fertilizer to agricultural areas;

(4) Conduct *in situ* gamma spectrometry (ISGS) to confirm effectiveness of soil removal in the housing and village area;

(5) Observe application of KCl;

(6) Collect and analyze samples of food crops after application of KCl ;

(7) Conduct ISGS after application of coral fill;

Monitoring of Workers:

(8) Monitor construction and other workers with thermoluminescent dosimeters (TLDs);

(9) Provide recommendations concerning radiation health effects and health physics issues, as appropriate;

Training:

(10) Identify, in coordination with RALGOV, Rongelapese to receive training by DOE in whole body counting and health physics issues relevant to the resettlement of Rongelap;

Well Water Sampling/Analysis:

(11) Collect groundwater samples from new wells established during Phase I and analyze for ^{137}cesium, ^{90}strontium, ^{239,240}plutonium, and ^{241}americium;

Communications:

(12) Conduct community meetings to keep RALGOV and the Rongelapese people apprised of DOE's activities under the DOE Support Plan;

(13) Maintain close communication with RALGOV and RALGOV contractor(s), to ensure effective coordination of DOE's activities under the DOE Support Plan with Phase I of the Rongelap Resettlement Program;

(14) Provide RALGOV with recommended agricultural procedures document developed by Lawrence Livermore National Laboratory; and

Other DOE Activities:

(15) DOE will undertake such other or additional environmental monitoring activities in support of Phase I of the Rongelap Resettlement Program as the Parties may agree in writing.

2.2 To assist RALGOV to achieve the objectives of Phase II of the Rongelap Resettlement Program, DOE will undertake the following activities:

(1) Conduct sampling and analysis of surface soils in the housing and village area to determine concentrations of ^{239,240}plutonium and ^{241}americium;

(2) Conduct sampling and analysis of food crops to determine effectiveness of application of KCl to reduce uptake of ^{137}cesium;

(3) Conduct resuspension studies to determine aerial distribution of ^{239,240}plutonium;

(4) Place TLDs in and around buildings in the housing and village area after resettlement, for the one-time measurement of external gamma levels;

(5) Collect groundwater samples from new wells established during Phase II and analyze for ^{137}cesium, ^{90}strontium, and ^{239,240}plutonium, and ^{241}americium;

(6) Conduct training of selected resettled Rongelapese in whole body counting, health risk communication, dietary survey techniques, and KCl fertilizer application;

(7) Assist in the conduct of whole body counting of the resettled population;

(8) Assist in the conduct of dietary survey of resettled Rongelapese population;

(9) Report to RALGOV and the Rongelap community the results of DOE's environmental monitoring under the DOE Support Plan;

(10) Provide recommendations concerning the application of KCl on islands of Rongelap Atoll, other than Rongelap Island, where food gathering may be conducted; and

(11) Undertake such other or additional activities in support of Phase II of the Rongelap Resettlement Program as the Parties may agree in writing.

Article III. RALGOV Undertakings

3.1 To assist in the implementation of the DOE Support Plan, RALGOV will:

(1) Be responsible for obtaining any licenses or other approvals from the Government of the Republic of the Marshall Islands for any material and equipment required for

any DOE-assisted radiological monitoring, including equipment that emits low levels of ionizing radiation;

(2) Assist DOE with respect to the control and custody of any DOE equipment that is a radioactive source;

(3) Maintain close communication with DOE and DOE contractors to ensure effective coordination of DOE's activities under the DOE Support Plan with Phase I of RALGOV's Rongelap Resettlement Program; and

(4) Provide such other logistical support and/or operations and maintenance assistance to DOE as the Parties may agree to in writing.

Article IV. General Conditions

4.1 Any notice or other communication in connection with this MOU will be in writing. All notices, requests, and other communications under this MOU will be given to or made upon the respective Parties as follows:

If to RALGOV:

Rongelap Atoll Local Government
Office of the Mayor
P.O. Box 1766
Majuro, Republic of the Marshall Islands

with copy to:

Howard L. Hills, Esq.
5035 MacArthur Blvd. N.W.
Washington, D.C. 20016
telephone 202-363-8436
facsimile 202-363-8476

If to DOE:

U.S. Department of Energy
Office of International Health Programs
Attn: EH-63/GTN/270 Corporate Center
Office of R. Thomas Bell, III
19901 Germantown Road
Germantown, MD 20874-1290
telephone: 301-903-5728
facsimile: 301-903-1413

4.2 Governing law: The laws and regulations of the United States will govern this MOU. All questions relating to the MOU arising during its term will be settled by the Parties by mutual agreement.

4.3 It is understood that the ability of DOE to carry out its undertakings under the MOU and the DOE Support Plan is subject to the availability of appropriated funds.

Article V. Effective Date, Amendment, Renewal and Termination

5.1 This MOU will be effective the date that the last signatory signs the MOU, and will remain in effect for three (3) years.

5.2 By written agreement of the Parties, and with the concurrence of the Foreign Minister of the Republic of the Marshall Islands and of the U.S. Department of the Interior, this MOU may be amended at any time, and may be renewed for additional periods.

5.3 This MOU may be terminated by written agreement of the Parties, or may be terminated by either Party upon ninety (90) days written notice to the other Party.

ACCEPTANCE:

Date: _____

_____
Paul J. Seligman, M.D., M.P.H.
Deputy Assistant Secretary
for Health Studies
U.S. Department of Energy

Date: _____

_____
James Matayoshi
Mayor
Rongelap Atoll Local Government

ACKNOWLEDGED BY:

Date: _____

_____
Phillip Muller
Foreign Minister
Republic of the Marshall Islands

Date: _____

_____
Nancy L.B. Fanning
Director, Office of Policy
Office of Insular Affairs
U.S. Department of the Interior