

AGREEMENT

1. The parties of this Agreement are the GOVERNMENT OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS (hereinafter called the Territory) and the DEPARTMENT OF DEFENSE (hereinafter called the DOD).
2. The purpose of this Agreement is to formalize the understanding of the parties as to (a) obtaining by the Territory for the intermittent use of the DOD certain lands in the Trust Territory of the Pacific Islands under the control of private individuals and (b) intermittent use by the DOD of lands under the direct control of the Territory. These lands are to be used by the DOD (or its designees) for weather and radiological safety stations and related activities.
3. The Territory has been, is now, and in the future may be, arranging for the use of land in the Trust Territory under the control of private individuals, all at the request of and for the DOD. These arrangements, when completed, will be in the nature of leases between the private individuals involved and the Territory. The leases each will provide for an annual rental in such an amount as is approved by the DOD; will be for such a length of time as the DOD indicates (or by exercise of an option or options to renew will make such a length of time available to the DOD); and will allow the DOD, acting through the Territory as its agent and as lessee, to attach to the premises, and to remove at will, such improvements as it desires. Upon such conditions and with such limitations as the parties hereto may agree from time to time, the

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lessee may allow the private individuals involved to use the premises, and the buildings placed thereon, when not in use by the DOD. The leases also may provide for reasonable reimbursement to the lessor by the lessee for damage done to trees, plants, etc., upon the premises by virtue of occupancy under the leases, but shall not obligate the DOD to restore the premises upon completion of occupancy.

4. Upon the execution of a lease, the Territory will make the premises involved available to the DOD or its designees for the term, and under the provisions, of the lease. All buildings or other improvements made to the premises by the DOD shall remain the property of the DOD and may be removed or otherwise disposed of by the DOD at any time during, or upon the expiration of, the term of lease.
5. Subject to the limitation of paragraph 6, the DOD will, from time to time and upon demand by the Territory, reimburse the Territory for expenditures made under the various leases in payment of annual rentals and in the settlement of damages to trees, plants, etc. Billings shall be made by the Territory quarterly, or upon such other intervals as are mutually agreed upon by the parties, provided that in any event the Territory will submit a billing as of June 30 each year or make a report to the DOD as of such date on the amount spent or obligated by the Territory hereunder during the then preceding year.
6. It is agreed that all responsibilities of the DOD hereunder shall be subject to the availability to the DOD of appropriations therefor.
7. In addition to the foregoing it is understood that the Territory may from time to time make available to the DOD or its designees certain

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parcels of land under the direct control of the Territory. In cases where the Territory receives a benefit, the use of such parcels of land shall be on a rent-free basis and shall be such as to allow the DOD to place buildings and other improvements thereon (which shall remain the property of the DOD) and to remove such buildings and improvements at any time during, or upon the expiration of, the period of occupancy agreed upon by the parties in advance or any mutually agreed-upon extension thereof.

8. The DOD shall save and hold harmless the Territory from all liability or damage from any cause whatsoever, arising directly or indirectly out of DOD operations within the Trust Territory, whether on leased lands or otherwise; any rights of termination or removal of improvements, expressed herein, to the contrary notwithstanding.
9. This Agreement shall be executed and administered for the DOD by the Chief, Defense Atomic Support Agency.
10. This Agreement shall be effective as of July 1, 1960; shall extend for an indefinite number of fiscal years; shall be automatically renewed from fiscal year to fiscal year without notice by either of the parties hereto; but may be terminated at any time by either party by giving ninety (90) days written notice to the other. It is agreed that if there is any increase or decrease in annual rentals under the leases mentioned in Paragraph 3 above, such increases or decreases shall not be effective as

between the parties hereto until the Territory has notified the DOD of such increase or decrease and the DOD has approved of same.

**GOVERNMENT OF THE TRUST TERRITORY OF THE
PACIFIC ISLANDS**

By:

**TITLE: Contracting Officer for the High Commissioner
of the Trust Territory of the Pacific Islands**

DEPARTMENT OF DEFENSE

By:

TITLE: Chief, Defense Atomic Support Agency