

REGIONAL ISSUES

Compact of Free Association

**Agreement Between the
UNITED STATES OF AMERICA
and the MARSHALL ISLANDS**

Signed at Majuro April 13, 2022

Entered into force April 13, 2022



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF THE MARSHALL ISLANDS
CONCERNING CERTAIN TECHNICAL ASSISTANCE
TO BE PROVIDED BY THE UNITED STATES ARMY CORPS OF ENGINEERS
PURSUANT TO SECTION 224 OF THE
COMPACT OF FREE ASSOCIATION, AS AMENDED

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COMPACT OF FREE ASSOCIATION, AS AMENDED

The Government of the United States of America and the Government of the Republic of the Marshall Islands (hereinafter referred to as "the Parties"),

Desiring to record their agreement and undertakings with respect to the provision of U.S. Army Corps of Engineers technical assistance under Section 224 of the Compact of Free Association of June 25, 1983, as amended by the Agreement signed on April 30, 2003 ("the Amended Compact") concerning the provision of technical assistance to the Republic of the Marshall Islands;

Recalling the Status of Forces Agreement Concluded Pursuant to Section 323 of the Compact of Free Association, as amended, of June 30, 2003 (the "Status of Forces Agreement");
Hereby agree as follows:

Article I Definitions

1. The Definition of Terms set forth in Article VI of Title Four of the Amended Compact and the Definitions set forth in paragraph 2 of Article I of the Status of Forces Agreement, are incorporated by reference into this Agreement.

2. For purposes of this Agreement only, the following definitions also apply:

(a) "Technical assistance" as used in this Agreement means planning, engineering, design, construction management or other professional services relating to the construction or possible construction of specified infrastructure development projects.

(b) "Planning services" means any planning service related to the construction or possible construction of specified infrastructure development projects, including the development of baseline data, physical and economic analyses, environmental resource analyses, plan formulation, feasibility analyses, and planning study reports.

(c) "Engineering and design services" means any engineering, or design service related to the construction or possible construction of specified infrastructure development projects, including detailed design analysis and all engineering services required for the preparation of construction documents, including preparation of design and cost estimates.

(d) "Construction management services" means any construction management service, including the management of contracts during construction and the coordination of financial, engineering, and quality assurance activities during construction.

(e) "Other professional services" means any other professional service that the U.S. Army Corps of Engineers is competent to provide, including preparing independent technical reviews, special studies, analyses, and reports; and affording on-the-job training for personnel designated by the Government of the Republic of the Marshall Islands.

(f) "Individual Work Agreement" means a binding contractual agreement for work requested by the Government of the Republic of the Marshall Islands and to be performed by the U.S. Army Corps of Engineers, entered into under U.S. law and the terms of this Agreement. Individual Work Agreements are not international agreements and do not give rise to rights or obligations under international law.

Article II
Applicability of the Status of Forces Agreement

The provisions of the Status of Forces Agreement shall apply.

Article III
Provision of Technical Assistance

1. The Government of the Republic of the Marshall Islands shall submit requests for technical assistance under this Agreement to the U.S. Army Corps of Engineers through diplomatic channels. Such requests for technical assistance shall be in writing and shall describe the scope of the services desired; and shall designate for purposes of communications an office authorized to represent the Government of the Republic of the Marshall Islands on all matters relating to that work request, including the obligation of funds.
2. Upon receipt of such a request for technical assistance, the Government of the United States of America shall provide, through diplomatic channels, the office authorized to represent the Government of the Republic of the Marshall Islands with an acknowledgment in writing of the request for technical assistance.
3. Such requests for technical assistance shall be set forth in Individual Work Agreements concluded between the U.S. Army Corps of Engineers and the Ministry of Foreign Affairs and Trade of the Republic of the Marshall Islands. The Individual Work Agreements shall describe in detail the scope of work to be performed, necessary funding arrangements, and such other particulars as are necessary to describe clearly the requested work. Such Individual Work Agreements shall guide the provision of technical assistance by the U.S. Army Corps of Engineers to the Government of the Republic of the Marshall Islands.
4. Any work performed or final product delivered shall be in accordance with the scope of work set forth in an Individual Work Agreement. No technical assistance shall be provided under this Agreement until necessary approvals are obtained.
5. Nothing in this Agreement shall be construed to require the Government of the Republic of the Marshall Islands to seek assistance from the U.S. Army Corps of Engineers or to require the U.S. Army Corps of Engineers to provide any technical assistance to the Government of the Republic of the Marshall Islands except as may be set forth in Individual Work Agreements concluded between the U.S. Army Corps of Engineers and the Ministry of Foreign Affairs and Trade of the Republic of the Marshall Islands.

Article IV Funding

1. The Government of the Republic of the Marshall Islands shall be responsible for all costs associated with the U.S. Army Corps of Engineers' provision of technical assistance under Individual Work Agreements. The cost of technical assistance provided by the U.S. Army Corps of Engineers under Individual Work Agreements shall be fully paid for in advance by the Government of the Republic of the Marshall Islands. This Agreement does not document the obligation of funds between the Parties. Any obligation of funds in support of this Agreement will be accomplished by executing an Individual Work Agreement pursuant to Article III of this Agreement.

2. The U.S. Army Corps of Engineers shall take all appropriate steps to manage the work it undertakes pursuant to this Agreement, and any Individual Work Agreements, so that costs do not exceed the total estimated amount. If, during the provision of technical assistance by the U.S. Army Corps of Engineers, the actual costs to the U.S. Army Corps of Engineers are expected to exceed the total amount of funds available under the Individual Work Agreement, the U.S. Army Corps of Engineers shall notify the Government of the Republic of the Marshall Islands promptly of the amount of the additional funding that is necessary. The Government of the Republic of the Marshall Islands shall then either: (a) provide the additional funds to the U.S. Army Corps of Engineers; (b) agree that the scope of the technical assistance be limited to that which can be financed by available funds; or (c) direct the termination of the Individual Work Agreement.

Article V
Records and Reports

1. The U.S. Army Corps of Engineers shall establish and maintain records of the receipts and expenditure of all funds furnished by the Government of the Republic of the Marshall Islands for specific work requests. Records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by the U.S. Army Corps of Engineers and shall be made available for inspection by authorized representatives of the Government of the Republic of the Marshall Islands at reasonable times upon request.

2. The U.S. Army Corps of Engineers shall provide the Government of the Republic of the Marshall Islands with a report summarizing the receipt and expenditure of funds on Individual Work Agreements on a quarterly basis as work proceeds.

Article VI
Real Estate Permits or Interests

The Government of the Republic of the Marshall Islands shall expediently acquire any necessary government permits and make available to the U.S. Army Corps of Engineers any rights of entry or real estate interests that may be necessary to perform the Individual Work Agreements at no cost to the U.S. Army Corps of Engineers or the Government of the United States of America.

Article VII
Applicability of Law

All work performed by the Government of the United States of America under this Agreement or under the terms of any Individual Work Agreement hereunder shall be subject to the laws and regulations of the United States of America. All work performed by the Government of the Republic of the Marshall Islands under this Agreement or under the terms of any Individual Work Agreement shall be subject to the laws and regulations of the Republic of the Marshall Islands.

Article VIII
Dispute Resolution

1. The Parties shall seek to resolve any dispute concerning this Agreement or any Individual Work Agreement, except as provided by paragraph 2 of Article IV of this Agreement, through good faith discussions.

2. Section 351 of the Amended Compact is incorporated by reference into, and becomes a part of, this Agreement. Unless otherwise provided, all issues or disputes that arise under this Agreement that cannot be resolved through good faith discussions shall be referred to the Joint Committee established by Section 351 of the Amended Compact and resolved in accordance with that section.

Article IX
Implementation

1. The U.S. Army Corps of Engineers shall act as the implementing authority of this Agreement for the Government of the United States of America.
2. The U.S. Army Corps of Engineers shall designate in writing, through diplomatic channels, an office responsible for coordinating requests for technical assistance under this Agreement from the Government of the Republic of the Marshall Islands.
3. The Government of the Republic of the Marshall Islands shall designate in writing, through diplomatic channels, an office responsible for presenting requests for technical assistance to the Government of the United States of America, coordinating with the U.S. Army Corps of Engineers, and for identifying authorized individuals and offices to contact in connection with Individual Work Agreements.

Article X
Effective Date and Termination

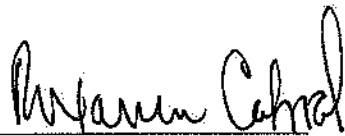
1. This Agreement shall enter into force upon signature by both Parties.

2. Either of the Parties may terminate this Agreement or any Individual Work Agreement upon providing sixty (60) calendar days written notice through diplomatic channels. The termination shall be effective upon the sixtieth calendar day following the date of the notice, unless a later date is set forth. In the event of termination, the Government of the Republic of the Marshall Islands shall continue to be responsible for all costs incurred by the Government of the United States of America under this Agreement, including any Individual Work Agreement, for other costs incurred by the Government of the United States of America to terminate this Agreement or any Individual Work Agreement, and for the costs of closing out or transferring any ongoing contracts that may have been entered into pursuant to this Agreement or any Individual Work Agreement. The U.S. Army Corps of Engineers shall retain responsibility for administering any contracts awarded by the Government of the United States of America pursuant to this Agreement or any Individual Work Agreement until such contracts have been closed out or transferred. Upon presentation of a written notice of termination, the U.S. Army Corps of Engineers intends to minimize termination and/or project closure costs to the extent possible.

IN WITNESS WHEREOF, the undersigned, duly authorized for the purpose, have signed this Agreement.

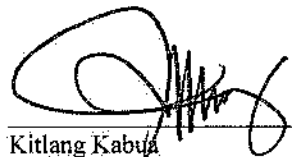
DONE AT MAJURO this 13th day of APRIL, two thousand twenty-two.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



Roxanne Cabral
United States Ambassador

FOR THE GOVERNMENT OF THE
REPUBLIC OF THE MARSHALL
ISLANDS:



Kitlang Kabua
Acting Minister of Foreign Affairs and Trade