

MARSHALL ISLANDS

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Agreement Regarding the
Military Use and Operating Rights
of the Government of the United States in
the Marshall Islands
Concluded Pursuant to Sections 321 and 323 of the
Compact of Free Association

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Agreement Regarding the
Military Use and Operating Rights
of the Government of the United States in
the Marshall Islands
Concluded Pursuant to Sections 321 and 323 of the
Compact of Free Association

This Agreement sets forth the military use and operating rights of the Government of the United States in the Marshall Islands, and is concluded pursuant to Sections 321 and 323, Title Three of the Compact of Free Association (the Compact).

Article I
Definitions

The Definition of Terms set forth in Article VI of Title Four of the Compact and the Definitions set forth in paragraph 2 of Article I of the Status of Forces Agreement Concluded Pursuant to Section 323 of the Compact (the Status of Forces Agreement) are incorporated in this Agreement.

Article II

Applicability of Status of Forces Agreement

The provisions of the Status of Forces Agreement shall apply.

Article III

Provision of Defense Sites

The Government of the Marshall Islands shall provide to the Government of the United States the defense sites identified in Annex A to this Agreement. Specific arrangements for the establishment and use by the Government of the United States of defense sites in addition to those set forth in Annex A shall be in accordance with Section 321 of the Compact.

Article IV

General Military Use and Operating Rights

1. Consistent with Section 352 of the Compact, the Government of the United States has free access to and unrestricted control of the defense sites, including the right to control entry to and exit from any or all defense sites and the right to take necessary measures for their establishment, use and operation. The Government of the United States may take, within the defense sites and within the seabeds, water areas and air space adjacent to or in the vicinity of the defense sites, such measures as are necessary for the use, security and defense of the defense sites. These measures include the right:

(a) To maintain the defense sites and to construct structures and improvements thereon;

(b) To improve and deepen the harbors, channels, entrances, and anchorages, to dredge and fill and generally to fit the premises to their intended use;

(c) To control anchorages and moorings adjacent to or within the vicinity of the defense sites; and movements of ships and waterborne craft, to, from and within the defense sites;

(d) Subject to the provisions of paragraph 2 of Article V of this Agreement, to control aircraft operations to, from and within the defense sites and to control aircraft movement in the air space adjacent to or in the vicinity of the defense sites;

(e) To regulate and control all official communications of the Government of the United States and its contractors to, from and within the defense sites subject to the separate agreement between the Government of the United States and the Government of the Marshall Islands on communications referred to in Article III of Title One of the Compact;

(f) To prevent interference from any source whatsoever with all official communications of the Government of the United States and its contractors;

(g) To install, maintain, use and operate defense-related oceanographic, aeronautical, space communications, and other military or scientific systems and equipment; and

(h) To advise and assist, by means of visual and radio vectoring, safe passage of ships and aircraft through areas made hazardous by periodic missile and other test operations after, or concurrent with, notification to the Government of the Marshall Islands.

2. In conducting its activities in the defense sites, the Government of the United States shall use its best efforts to:

(a) Avoid interference with commercial activities including the exploitation of living and non-living resources of the sea;

(b) Avoid interference with navigation, aviation, communication and land or water travel in the Marshall Islands;

(c) Minimize damage to the terrain and to reef areas;

(d) Avoid harm to the environment, including water areas;

(e) Avoid activities which would adversely affect the well-being of the residents of the Marshall Islands; and

(f) Notify the Government of the Marshall Islands of non-routine activities so that the Government of the Marshall Islands may take steps to assist the Government of the United States in executing its responsibilities to minimize any adverse impact of such activities.

3. In order not to interfere with operation of the defense sites or pose safety hazards to individuals in the area, the Mid-Atoll Corridor area defined in Annex A, except for the islands of Meck, Eniwetak, Omelek, Gellinam, Gagan, Illeginni and Legan, is a closed area except when the Government of the United States announces that the Mid-Atoll Corridor area is temporarily open.

4. The Government of the United States may invite members of the armed forces of other countries to use defense sites pursuant to this Agreement, in conjunction with and under the control of the United States Armed Forces. Use by units of the armed forces of other countries of such defense sites, other than for transit and overflight purposes, shall be subject to consultation with and, in the case of major units, approval by the Government of the Marshall Islands.

5. The provisions of Section 173 of the Compact are incorporated by reference into, and become a part of, this Agreement. The Signatory Governments may, from time to time, consult regarding the implementation of this paragraph.

Article V

Shipping and Aviation

1. The Government of the United States may place or establish in the defense sites and the water areas adjacent thereto or in the vicinity thereof, lights and other fixed and floating aids to navigation of vessels and aircraft necessary for operations pursuant to this Agreement. The Government of the United States shall consult with the Government of the Marshall Islands on the position or characteristics of and any alterations to such aids to navigation.
2. Aircraft owned or operated by the Government of the Marshall Islands shall have access to and use of the airfield and related facilities located on the Kwajalein Island defense site, subject to United States military requirements. The Government of the United States shall give sympathetic consideration to requests by the Government of the Marshall Islands for access to and use of this airfield and related facilities by other aircraft. This access and use shall be subject to agreement between the Government of the United States and the Government of the Marshall Islands. Aircraft may also land at other defense sites with the prior consent of the Government of the United States.

Article VI

Law Enforcement

Regularly constituted military units of the Armed Forces of the United States and civilian security guards of the Armed Forces of the United States or security personnel under contract to the Government of the United States shall have the right to police the defense sites, and may take all appropriate measures to ensure the maintenance of law and order in the defense sites. United States military police or civilian security guards shall not be used outside the defense sites for law enforcement purposes, except as may be agreed with the Government of the Marshall Islands.

Article VII

Community Relations Council

The Government of the Marshall Islands and the Government of the United States shall each designate representatives to a Community Relations Council, the purpose of which will be to identify and consider all matters affecting relations between the defense sites and local Marshallese communities and to recommend actions as appropriate.

Article VIII
Employment of Labor

1. In the employment of local hire personnel the Armed Forces of the United States and United States contractors shall comply with laws of general applicability in the Marshall Islands regarding minimum wages, provided that such minimum wages do not exceed the minimum wage prevailing in the United States.
2. In the employment of local hire personnel, the Armed Forces of the United States and United States contractors shall provide equal pay for equal work.
3. The wages of local hire personnel who are in the employment of the Armed Forces of the United States or United States contractors as of the effective date of this Agreement shall not be reduced by reason of the cessation of the applicability of United States law in the Marshall Islands as of the effective date of the Compact.
4. The Government of the United States and the Government of the Marshall Islands shall consult with regard to the creation of training projects designed to provide for greater utilization of local hire personnel and to improve their job skills.

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Article IX

Miscellaneous

1. All minerals, including oil, antiquities and treasure trove in a defense site and all rights relating thereto are reserved to the Government of the Marshall Islands, but any exploitation thereof shall require the prior concurrence of the Government of the United States.
2. Section 351 of the Compact as between the Government of the United States and the Government of the Marshall Islands is incorporated by reference into, and becomes a part of this Agreement. Unless otherwise provided, all issues or disputes that may arise under this Agreement which cannot be resolved locally shall be referred to the Joint Committee established by Section 351 and resolved in accordance with that Section.
3. The Government of the United States, pursuant to Section 234 of the Compact, transfers title to the Prinz Eugen, the former German warship now located in the Kwajalein Atoll area, to the Government of the Marshall Islands. It is understood that unexpended ordnance and oil remains within the hull of the Prinz Eugen, and that salvage or any other use of the ship could be hazardous. The Government of the Marshall Islands shall hold the Government of the United States harmless for any loss, damage or liability associated with the Prinz Eugen, including any loss, damage or liability that may result from any salvage operation or any other activity that the Government of the Marshall Islands takes or causes to be taken concerning the Prinz Eugen. Any such operation or activity undertaken by or on behalf of the Government of the Marshall Islands shall be conducted at a time and in a manner to be agreed to between the Government of the United States and the Government of the Marshall Islands so as not to interfere with the operation of the defense sites.
4. Consistent with the laws and regulations of the United States, and to the extent that emergency medical services can be made available, the Government of the United States at its Kwajalein Island defense site contractor-operated medical facility shall undertake to provide such emergency services to citizens and nationals of the Marshall Islands on a reimbursable basis under terms and conditions agreed upon between the Signatory Governments.

Article X

Economic Assistance, Effective Date, Amendment and Duration

1. This Agreement shall come into effect simultaneously with the Compact.
2. This Agreement may be amended or terminated at any time by mutual consent.
3. This Agreement shall remain in effect for an initial term of fifteen years. The Government of the United States shall have the right to extend this Agreement for fifteen additional years beyond the initial term.
 - a. For this extension, the Government of the United States shall provide to the Government of the Marshall Islands, on a grant basis, the sum of \$2.5 million after the fifteenth anniversary and prior to the sixteen anniversary of the effective date of this Agreement. This payment shall be made whether or not the Government of the United States elects to exercise this option and is an obligation which is not subject to termination.
 - b. Not later than the thirteenth anniversary of the effective date of this Agreement, the Government of the United States of America shall elect whether to exercise this extension. Such election shall be in writing to the Government of the Marshall Islands.
4. If the Government of the United States elects to exercise the extension set forth in paragraph 3 of this Article, the Government of the United States shall provide to the Government of the Marshall Islands an annual grant payment, commencing on the fifteenth anniversary of the effective date of this Agreement and continuing for each subsequent year that this Agreement remains in effect. This annual payment is to be made as follows:
 - a. In reaffirmation of its continuing interest in promoting the long-term economic advancement and self-sufficiency of all the people of the Marshall Islands, the amount of \$7.1 million adjusted in accordance with the formula specified in Section 217 of the Compact.
 - b. A fixed amount of \$1.9 million.
 - c. If the additional two-year period of negotiation contemplated pursuant to Section 231 of the Compact is in effect between the fifteenth and seventeenth anniversaries of the effective date of this Agreement, the annual payments specified in paragraphs 4(a) and 4(b) shall not be paid, in order that the payments otherwise made in accordance with Section 231 of the Compact shall not be duplicated.

5. The Government of the United States may terminate this Agreement upon the date of expiration of the initial term of this Agreement.
6. In addition to the provisions of paragraph 5 of this Article, the Government of the United States may terminate this Agreement at any other time during the extension period by giving written notice, not later than two years prior to the date it intends to terminate, of its intention to terminate. Upon termination pursuant to this paragraph, the Government of the United States shall make a termination payment to the Government of the Marshall Islands which shall be computed by multiplying, by a factor of two, the payment due the Government of the Marshall Islands pursuant to paragraph 4(a) and 4(b) of this Article the year that termination is to take effect. Such termination payment shall be in addition to the annual payment made during the year of termination. If this Agreement is terminated pursuant to paragraph 5 of this Article, no termination payment shall be made.
7. The assistance the Government of the United States provides the Government of the Marshall Islands pursuant to this Agreement is to ameliorate any adverse impact on economic and social conditions throughout the Marshall Islands of the activities of the Government of the United States in the area of the defense sites. The Government of the Marshall Islands shall initiate projects utilizing the funds provided under paragraph 4(b) of this Article to this end.
 - a. The Government of the Marshall Islands shall consult with the Government of the United States on the status of these projects.
 - b. After consultation, the Government of the United States shall provide such technical and planning assistance to the Government of the Marshall Islands in its implementation of such projects as is mutually agreed.
8. Pursuant to Sections 224 and 226 of the Compact the Government of the United States shall, during the initial term of this Agreement, work closely with the Government of the Marshall Islands in developing plans and programs to reduce any adverse social and economic impact of United States defense activities in the Marshall Islands, and will seek to provide, within existing resources, technical assistance required for the implementation of these plans and programs. In addition, the United States is prepared to seek, on a matching basis to be determined by mutual agreement, priority funding to ameliorate any adverse impact caused by changes in defense programs.

9. The Government of the United States and the Government of the Marshall Islands may from time to time enter into contractual arrangements pursuant to Section 323 of the Compact. Such arrangements may include reimbursable services provided by the Government of the United States to the Government Of the Marshall Islands. The Armed Forces of the United States may furnish such services provided that payment for reimbursable services is made in accordance with the terms of such contractual arrangements.

IN WITNESS WHEREOF, the undersigned, duly authorized for the purposes, have signed the present agreement.

DONE at Washington, D.C. , in duplicate, this 24th day of May, one thousand eighty-two.

FOR THE GOVERNMENT OF THE UNITED STATES:

[signature]

FOR THE GOVERNMENT OF THE MARSHALL ISLANDS:

[signature]