

Article IV

Entry and Departure

Article IV

Entry and Departure

1. The Government of the United States may bring into the Republic of the Marshall Islands:
 - (a) United States personnel and United States contractors; and
 - (b) Third country contractor personnel in a manner consistent with those laws of the Republic of the Marshall Islands relating to the exclusion of individual, undesirable aliens and taking into account paragraph 5 of this Article and Article III of this Agreement.
2. United States personnel shall be exempt from the visa laws and regulations of the Republic of the Marshall Islands. Taking into account paragraph 1(b) of this Article and Article III of this Agreement, applications of third country contractor personnel for visas shall be adjudicated expeditiously. All such personnel shall comply with the medical immunization requirements of the Republic of the Marshall Islands.
 - (a) No United States personnel or third country contractor personnel shall acquire any right to remain permanently in the Republic of the Marshall Islands solely as a result of their being United States personnel or third country contractor personnel.
 - (b) United States personnel shall be exempt from laws and regulations of the Republic of the Marshall Islands on the entry, departure, registration and control of aliens and foreign agents.
3. Upon entry into or departure from the Republic of the Marshall Islands, United States personnel shall have in their possession official orders or documents certifying the status of the individual or group. Such orders or documents shall be shown on request to the appropriate authorities of the Government of the Republic of the Marshall Islands.
4. For the purpose of their identification while in the Republic of the Marshall Islands, all United States personnel described in Article I, paragraph (d)(1) of this Agreement, shall have in their possession a personal identification card authorized by the Government of the United States which shall show the name, date of birth, status, and photograph of the bearer. Such card shall be shown on request to the appropriate authorities of the Government of the Republic of the Marshall Islands.

- 5, If the Government of the Republic of the Marshall Islands requests the removal from the Republic of the Marshall Islands of any United States personnel or any third country contractor personnel, the request shall be directed to the United States diplomatic representative. Upon receipt of such request, the United States diplomatic representative shall consult with the Government of the Republic of the Marshall Islands on the appropriate action to be taken regarding removal. If the Government of the United States and the Government of Republic of the Marshall Islands so determine, the person whose removal has been requested shall immediately become subject to the jurisdiction of the Government of the Republic of the Marshall Islands in accordance with its laws.
6. Transportation costs attendant to the departure and removal of third country contractor personnel shall be the responsibility of the Government of the United States.

Article V

Implementation of Section 223 of the Compact, as Amended,
and Title to Property

Article V

Implementation of Section 223 of the Compact, as amended
And Title to Property

1. Specific arrangements for the establishment and use by the Government of the United States of facilities or areas for Federal agencies in the Republic of the Marshall Islands that were in effect before the effective date of this Agreement, as amended, shall continue in effect, unless otherwise mutually agreed. Any specific arrangements for the establishment and use by the United States Government of other facilities or areas for Federal agencies in the Republic of the Marshall Islands shall be set forth in Exchanges of Notes, which, when signed, shall be annexed to this Agreement as an Annex.
2. If, in the exercise of its authority and responsibility under Article Three of Title One, Title Two of the Compact, as amended, and unless otherwise provided by any other United States law, the Government of the United States requires the use of facilities or areas in the Republic of the Marshall Islands in addition to or in place of those covered in paragraph (1) of this Article, it may request the Government of the Republic of the Marshall Islands to satisfy those requirements through leases or other arrangements. The Government of the Republic of the Marshall Islands shall sympathetically consider any such request and shall establish suitable procedures and provide a prompt response to the Government of the United States.
3. If the Government of the Republic of the Marshall Islands requires for some other purpose the use of facilities or areas which have been provided the Government of the United States pursuant to this Agreement, the Government of the Republic of the Marshall Islands shall request the Government of the United States to accept equivalent facilities or areas. The Government of the United States shall sympathetically consider any such request and provide a prompt response. Any pertinent agreement shall be effected in accordance with paragraph 2 of Article XIV of this Agreement.
4. Title to any property which remains vested in the Government of the United States pursuant to section 234 of the Compact on the day prior to the effective date of this Agreement, as amended, shall continue after the effective date of this Agreement, as amended.
5. Title to improvements to real property or to any item of equipment or other personal property hereinafter furnished, acquired, supplied, constructed or purchased by or with funds provided by the Government of the United States in connection with the programs and related services set forth in this Agreement is

vested in the Government of the United States, except where expressly sold or otherwise conveyed.

6. Upon relinquishing facilities or areas designated for Federal agency use, or a portion thereof, whether at the termination of a specific service and its related programs or at an earlier date, the Government of the United States shall not be obligated to restore any such site or portion thereof to its former condition, or to make compensation in lieu of such restoration. The Governments of the United States and the Republic of the Marshall Islands may otherwise agree, based on considerations including the existence of conditions substantially or materially hazardous to human life, health and safety.
7. The Government of the United States has the right to remove any installations or improvements that it has constructed on an area designated for Federal agency use. If any installations or improvements which were constructed at the expense of the Government of the United States are to be left behind after relinquishing facilities or areas designated for Federal agency use, or a portion thereof, the Government of the Republic of the Marshall Islands and the Government of the United States shall consult to determine the residual value, including scrap value, if any, of any such installations or improvements to the Government of the Republic of the Marshall Islands and to agree upon an appropriate method of compensating the Government of the United States for such residual value.
8. Except as may be otherwise expressly agreed, the Government of the United States, Federal agencies and United States contractors shall retain title to equipment, materials and other movable property brought into or acquired by them in the Republic of the Marshall Islands and may remove such property at any time from the Republic of the Marshall Islands, or dispose of it therein.

Article VI

Postal Services and Related Programs

Article VI

Postal Services and Related Programs

1. The Government of the Republic of the Marshall Islands shall maintain responsibility pursuant to its laws and regulations for all local postal services.
2. The Government of the Republic of the Marshall Islands shall be responsible for all its own postal staff, facilities and equipment.
3. The Government of the Republic of the Marshall Islands shall issue postage stamps and other prescribed postal indicia which shall be used for prepayment of postage rates and other postal charges on all mail originating in its territory, except for mail sent through the military postal system provided for in Article VII of the Status of Forces Agreement Concluded Pursuant to Section 323 of the Compact of Free Association.
4. The United States Postal Service shall provide the following services for the Republic of the Marshall Islands for a period of 20 years commencing on the effective date of this Agreement without compensation by The Government of the Republic of the Marshall Islands; provided that the United States Postal Service is reimbursed for the provision of such services from funds appropriated by the United States Congress in implementation of this agreement:
 - (a) The United States Postal Service shall maintain a reasonable and cost effective level of service for conveyance of mail to and from the United States and between the exchange offices of the Republic of the Marshall Islands as designated in paragraph 7, and
 - (b) dispatch, documentation, statistical, accounting, and settlement operations in connection with the international exchange of mail with other countries.

Express Mail without a guarantee (EMS); registered mail; insured parcel service; recorded delivery and money orders shall be made available only as provided in a further agreement to be negotiated with the United States Postal Service. COD (cash on delivery) orders will no longer be available.

5. The Government of the Republic of the Marshall Islands shall undertake to protect the postal services provided by the Government of the United States from exploitation for the monetary gain of private or government organizations or of individuals or of commercial enterprises, including the posting of bulk mail, books, catalogues, goods or materials.

The Government of the United States shall provide mail service pursuant to this Agreement with the understanding that the volume of mail may increase in proportion to population increases and ordinary growth of local commercial enterprise. Should an increase in the volume of mail of ten percent or more within a twelve-month period be anticipated or experienced by The Government of the Republic of the Marshall Islands, the Government concerned shall enter into a separate agreement with the Government of the United States which shall establish the amount of reimbursement to be paid to the Government of the United States for the volume in excess of ten percent.

At the discretion of the United States Postal Service and under such terms and conditions as the United States Postal Service may require, including financial accountability and volume limits, mail bearing postage of the Republic of the Marshall Islands may be accepted at one or more post offices designated by the United States Postal Service within the fifty United States as if it were accepted and mailed from the Republic of the Marshall Islands. Mail accepted at such a designated post office within the continental United States on behalf of the Republic of the Marshall Islands shall not be included when calculating volume growth. The Republic of the Marshall Islands may use their own stamps, but can only use this type of postage for the commercial advancement of their philatelic initiatives.

6. The Government of the Republic of the Marshall Islands shall ensure that all mail turned over to the United States Postal Service for conveyance to the United States or other countries complies with the postal conventions to which the United States adheres and with the postal laws and regulations of the United States. International documentation (parcel bills for registered and insured parcels, letter bills for registered letters, and AV-7/CN-38 manifests for Express Mail) shall be required for those special services provided between the exchange offices of the Republic of the Marshall Islands and designated exchange offices of the United States. Pursuant to paragraph 14 of this Article, the Government of the United States shall, upon request, assist The Government of the Republic of the Marshall Islands in developing local practices and procedures to fulfill the requirements of this paragraph.
7. Except as noted in paragraph 5, pursuant to this Agreement, mail shall be exchanged at the exchange offices designated in this paragraph and outgoing mail from the Republic of the Marshall Islands shall be merged with United States mail for conveyance to the United States or to other countries. Such outgoing mail from the Republic of the Marshall Islands shall be treated as though it were mail from the United States for dispatch, documentation, statistical, accounting and settlement operations with other countries. The designated exchange office shall be located in Majuro, the Republic of the Marshall Islands.

8. The Government of the Republic of the Marshall Islands may determine postal rates for internal mail to local addresses within the Republic of the Marshall Islands.
9. After the effective date of this agreement, The Government of the Republic of the Marshall Islands shall be responsible for determining the postal rates for mail being sent from addresses in the Republic of the Marshall Islands to addresses in the United States and to other countries. The floor established for postage rates of mail from the Republic of the Marshall Islands to the United States shall be the published United States domestic postage rates at the time. The floor established for postage rates of mail from the Republic of the Marshall Islands to other countries, shall be the published United States standard international postage rates at the time. The Government of the Republic of the Marshall Islands may agree to establish a floor of United States domestic postage rates for mail exchanged between addresses of the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau. After the effective date of this Agreement, the United States Postal Service may establish special cost-related international rates or may opt to establish standard international rates and classifications for mail from the United States to the Republic of the Marshall Islands, provided that international rates will be phased in over a period of not less than five (5) years, beginning no sooner than 2006.
10. Revenues derived from the sale of stamps issued by The Government of the Republic of the Marshall Islands for postal services or for philatelic purposes shall be retained by The Government of the Republic of the Marshall Islands. The Government of the Republic of the Marshall Islands agrees to provide, pursuant to their constitutional processes, adequate funding for the operation of their postal services in a manner which will allow the United States Postal Service to perform its responsibilities under this Agreement in an efficient and economical manner, with any disputes arising under this paragraph to be resolved pursuant to Article II of Title Four of the Compact.
11. Liability for the loss of registered and insured items (as may be further agreed to pursuant to paragraph 4) shall rest with the Government which, having received it without comment, cannot prove either delivery to the addressee or correct transfer to another administration. Pursuant to paragraph 14 of this Article, the Government of the United States shall, upon request, assist The Government of the Republic of the Marshall Islands in developing local practices and procedures to fulfill the requirements of this paragraph.
12. The Government of the Republic of the Marshall Islands shall not impose any terminal dues or other charges on the United States Postal Service or the postal administrations of any other governments for mail conveyed to the Republic of

the Marshall Islands by the United States Postal Service pursuant to this Agreement.

13. One year from the effective date of the Agreement, the Republic of the Marshall Islands shall discontinue the sale of Postal Money Orders on USPS forms in accordance with USPS regulations. One year from the effective date of this Agreement, the Republic of the Marshall Islands shall return to the United States Postal Service all devices used for the imprinting of Postal Money Orders and shall remit to the United States Postal Service all amounts collected in conjunction with the issuance of Postal Orders issued on USPS forms, including the Postal Money Order fees. Within one year following the effective date of this Agreement, the United States Postal Service shall enter into discussions with the Republic of the Marshall Islands for the exchange of Postal Money Orders under separate Money Order Agreements.
14. Pursuant to this Agreement, the United States Postal Service may provide such technical assistance (including technical assistance to provide any employee training) as the United States Postal Service and appropriate officials authorized to act on behalf of The Government of the Republic of the Marshall Islands mutually agree to be necessary and appropriate. This technical assistance would not require compensation from the Republic of the Marshall Islands, provided that the United States Postal Service is reimbursed the costs of such technical assistance from funds appropriated by the United States Congress. In addition, appropriate officials of the Republic of the Marshall Islands shall consult with the United States Postal Service with regard to fiscal planning and postal administration for the purpose of promoting economical and efficient postal services and programs.
15. *United States Postal Service Inspectors, in concert with the Republic of the Marshall Islands law enforcement agencies, shall be authorized to investigate any incident, issue or claim regarding mail originating from the United States destined for the Republic of the Marshall Islands, and to seek reimbursement (as pursuant to paragraph 14) for any cost associated with such investigations.*
16. The obligations of the Governments signatory to this Agreement under this Article shall terminate 20 years after the effective date of this Agreement. Prior to the termination of this Agreement, the United States Postal Service and The Government of the Republic of the Marshall Islands shall enter into bilateral arrangements to establish mutually acceptable terms and conditions for the exchange of the mail between the United States and the Republic of the Marshall Islands.

17. As mutually agreed, the United States shall assist The Government of the Republic of the Marshall Islands in acquiring membership in relevant international or regional postal organizations.

Article VII

Weather Services and Related Programs

Article VII

Weather Services and Related Program

1. The United States Department of Commerce's National Oceanic and Atmospheric Administration's (NOAA) National Weather Service (hereafter referred to as the National Weather Service) shall, subject to the availability of funds appropriated for that purpose, provide weather services and related programs in the Republic of the Marshall Islands (RMI) as described in this Article at the levels equivalent to those available during the year prior to the effective date of the Compact, as amended.
2. These services and related programs shall be provided pursuant to:
 - (a) the provisions of 15 U.S.C. 313 *et seq.*; the International Aviation Facilities Act 49 U.S.C. 1151 *et seq.* and section 803 of the Federal Aviation Act of 1958, 49 U.S.C. 44720;
 - (b) other provisions of the laws of the United States to the extent they expressly apply to the National Weather Service;
 - (c) weather treaties and other international weather agreements to which the United States is a party;
 - (d) applicable Executive Orders of the President of the United States; and
 - (e) implementing National Weather Service regulations.
3. The Government of the Republic of the Marshall Islands may issue weather forecasts under such terms as may be mutually agreed with the National Weather Service. The Government of the United States shall, however, continue to provide public, marine and aviation weather forecasts and severe weather warnings.
4. The Government of the Republic of the Marshall Islands is encouraged to take such transitional actions as may be necessary to prepare for the establishment and support of its own weather service. Such transitional actions may be initiated at any time prior to termination of the Compact pursuant to Article IV of Title Four of the Compact, as amended, or prior to termination of this Article pursuant to Article XIII of this Agreement. At the request of the Government of the Republic of the Marshall Islands, prior to the establishment of the Government's weather service, the National Weather Service shall provide advice in the development of the weather service.

5. The National Weather Service shall provide weather services and related programs pursuant to this Article, in part, through the Weather Service Office (WSO) established on Majuro, Republic of the Marshall Islands.
 - (a) The National Weather Service and the Government of the Republic of the Marshall Islands shall, in an Exchange of Letters, set forth the duties and qualifications of employees and provide procedures to reimburse the Government of the Republic of the Marshall Islands for materials and for salaries and other expenses incurred in the performance of these duties; and
 - (b) The Government of the United States shall reimburse the Government of the Republic of the Marshall Islands for costs incurred under this paragraph.
6. As required to implement the services and related programs provided pursuant to this Article or to meet technological change, the National Weather Service shall train employees of the Government of the Republic of the Marshall Islands assigned to weather stations. The Government of the United States shall reimburse the Government of the Republic of the Marshall Islands for costs incurred for training approved by the National Weather Service.
7. The National Weather Service shall inspect all WSOs and Supplemental Aviation Weather Reporting Station (SAWRS) observing sites to assure the quality of meteorological operations.
8. The National Weather Service shall provide and maintain WSOs pursuant to Article V of this Agreement, including meteorological observatories and other buildings, and shall maintain and replace meteorological and other equipment of the National Weather Service.
9. The National Weather Service shall provide the supplies and expendables required for the operation of its programs and related services.
10. Pursuant to Article III, Title One of the Compact, as amended, the radio operating frequencies in the bands 401-406 MHz and 1660-1700 MHz shall be protected by the Government of the Republic of the Marshall Islands in order to ensure their interference-free use for rawinsonde observations, in accordance with the provisions of Radio Regulations annexed to the International Telecommunication Convention. Other radio operating frequencies may be substituted for those set forth in this paragraph by agreement of the Government of the Republic of the Marshall Islands.

11. The Government of the Republic of the Marshall Islands, in order to assure that it receives the most current meteorological information and that such information will be available on a global basis, shall as a public service provide, at a reduction from normal commercial rates, continuing access to its telecommunications services, for meteorological traffic to and from Guam and such other points as may be designated by the Government of the United States.
12. The National Weather Service shall provide weather services and related programs in Majuro, the Republic of the Marshall Islands to the extent that the National Weather Service determines that such services and related programs are necessary to meet requirements for safe and efficient operation of United States air carriers engaged in international and domestic air service at the Amata Kabua International Airport. To this end, the National Weather Service shall train employees of the Government of the Republic of the Marshall Islands as Supplemental Aviation Weather Reporting Station (SAWRS) personnel to enable such employees to provide required weather reporting services pursuant to this paragraph. The National Weather Service shall not be responsible for providing reimbursement to the Government of the Republic of the Marshall Islands for the SAWRS personnel costs, including salaries and expenses, incident to the provision of weather services in Majuro pursuant to this paragraph.
13. As the availability of logistic support and finances permit, the National Weather Service will install and operate a network of satellite reporting automatic weather stations within the Republic of Palau, the Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands and the Republic of the Marshall Islands in support of the forecasting operations of the Joint Typhoon Warning Center and the Regional Specialized Meteorological Center Tokyo-Typhoon Center.
14. The Government of the Republic of the Marshall Islands will provide logistic support for the installation and maintenance of the elements of this network within the Republic of the Marshall Islands, resources permitting, and the National Weather Service will reimburse the Government for the cost of this support.
15. Annexed to this agreement are further details of weather services and related programs to be provided by the National Weather Service to the Republic of the Marshall Islands.