

## **MICRONESIA**

### **Agriculture: Soil and Water Conservation**

*Agreement signed at Palikir April 20, 1990;  
Entered into force April 20, 1990.*

AGREEMENT BETWEEN THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE  
GOVERNMENT OF THE FEDERATED STATES OF MICRONESIA

WHEREAS, the United States Department of Agriculture (USDA), acting through the Soil Conservation Service (SCS), is authorized under Title I, Section 105(1), Title II, Section 201, and by Title II, Article II, Section 226 of the Compact of Free Association Act of 1985, Public Law 99-239, 99 Stat. 1770, 48 U.S.C. 1681, to provide assistance on a nonreimbursable basis to the extent provided territories or units of local government of the United States;

WHEREAS, the Department of Resources and Development (DRD), Division of Agriculture of the Federated States of Micronesia (FSM), has requested that such services be provided;

WHEREAS, the requested assistance is normally provided by the SCS, through soil and water conservation districts or similar local units of government under programs that help private and public land owners and land users with conservation of soil and water and other natural resources, watershed protection and flood prevention, forestry development, and urban and rural development;

WHEREAS, USDA and DRD have the common objective of helping to bring about the use of each hectare of agricultural and other land within the limits of its capabilities and the treatment of each hectare in accordance with its needs for protection and improvement; and

WHEREAS, cooperation is mutually helpful to DRD and USDA in achieving this common objective;

NOW THEREFORE, the Government of the United States of America and the Government of the Federated States of Micronesia, agree as follows:

ARTICLE I. - OBLIGATIONS OF USDA

A. USDA will provide SCS technical assistances for a natural resource inventory and condition assessment and will assist in development of a comprehensive natural resource program in cooperation with local soil and water conservation districts, when established.

B. USDA will identify SCS programs that can assist in the implementation of the comprehensive natural resource program. The conservation operations program will be used to give technical assistance in resource planning for individual farmers and cooperating units of government. Services include resource data

interpretation, conservation engineering and technical assistance for installation of conservation measures.

C. USDA will assist the DRD in conducting an information and education program covering conservation needs and activities.

D. An initial staffing of one SCS employee will be provided with later appropriate staff to be based on program needs as they evolve. The employee will be based in Pohnpei.

E. USDA through SCS will work with the DRD toward the creation of soil and water conservation districts or similar local units of government.

## ARTICLE II. - OBLIGATIONS OF DRD

A. The DRD will provide cooperation to SCS personnel in the conduct of mutually agreed to activities and will identify those employees who will work with SCS to gain experience in conservation technical assistance and to assist in reaching land users.

B. The DRD will use appropriate informational and educational means to inform State Governments and the public of the SCS's presence during assessment and future activities.

C. Priorities for any needed technical assistance will be determined by soil and water conservation entities created by the Federated States of Micronesia.

## ARTICLE III. - ADDITIONAL UNDERSTANDINGS

A. Pursuant to Sec. 105(b)(4) of PL 99-239, any USDA personnel assigned to or working in the Federated States of Micronesia shall be subject to the supervision of the US Ambassador to the Federated States of Micronesia. USDA activities in the Federated States of Micronesia will be coordinated with the United States Department of Interior. USDA will retain administrative jurisdiction over USDA personnel and facilities.

B. USDA personnel shall be accorded legal status as provided in, and this agreement shall be subject to, the Federal Programs and Services Agreement concluded pursuant to Sections 221, 224, 225, and 232 of the Compact of Free Association Act of 1985.

C. Neither USDA nor the DRD is bound by any obligations in this agreement, or any supplement thereto, or other appropriate arrangements that involve the expenditure of funds in excess of the amounts available to it, or for a period in excess of that authorized by law.

D. This agreement can be modified or terminated at any time by mutual consent of the parties thereto, or can be terminated by either party alone by giving 60 days notice in writing to the other.

E. All matters that may require administrative action or approval by the SCS will be handled by and through established administrative procedures of USDA.

F. Pursuant to the direction in Title I, Section 105(a), 48 U.S.C. 1681, all programs conducted will be in compliance with the nondiscrimination provisions contained in Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, Public Law 100-259, and other non-discrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture, 7 CFR-15, Subparts A & B. No person in the United States or the Federated States of Micronesia shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal program or activity provided under this agreement.

#### TERM OF AGREEMENT

This agreement shall enter into force upon signature by the parties and shall remain in force until terminated under Section D of Article III.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this agreement.

DONE, in duplicate, at Palikir, Pohnpei.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

Marilyn A. Meyers

Deputy Assistant Secretary of  
State for East Asia and  
Pacific Affairs, Department  
of State

Date: April 20, 1990

TIAS 12221

FOR THE GOVERNMENT OF THE  
FEDERATED STATES OF  
MICRONESIA:

Asterio Takesy

Deputy Secretary of External  
Affairs

Date: April 20, 1990