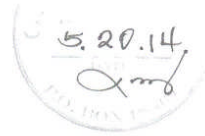




Department of Justice
Federated States of Micronesia



April Dawn M. Skilling, Secretary

(691) 320-2608

MEMORANDUM

TO: Director of OEEM
FROM: Assistant Attorney General
THROUGH: DOJ Secretary April Dawn M. Skilling *April Dawn M. Skilling*
DATE: May 19, 2014
RE: MOU between OEEM and COM-FSM

We assisted you in reviewing the enclosed MOU, entitled: Memorandum of Understanding between FSM Office of OEEM and COM-FSM on Training and Capacity Building for the Management of Ozone Depleting Substances. The MOU has been signed by your Office and the President of COM-FSM.

For our part, we approved the MOU as to legal sufficiency.

Thank you.

L. M. Bacalando, Jr.



OFFICE OF ENVIRONMENT & EMERGENCY MANAGEMENT

PO BOX PS-69

Palikir, Pohnpei FM 96941 Phone: (691) 320-8814/8815 Fax: (691) 320-8936

May 6, 2014

MEMORANDUM

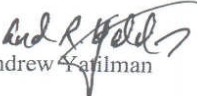
TO: Secretary, Department of Justice
FROM: Director, OEEM
SUBJECT: **MOU between OEEM and COM-FSM**



I am pleased to transmit to you a signed copy of the subject MOU between OEEM and COM-FSM. The President of the COM-FSM, Dr. Joseph Daisy and I have signed off on this MOU to initiate the endorsement process.

Please find time to affix your signature to complete the endorsement process.

Thank you,


Andrew Yafilman

**Memorandum of Understanding between the FSM Office of
Environment and Emergency Management and the College of
Micronesia-FSM on Training and Capacity Building for the
Management of Ozone Depleting Substances**

WHEREAS, the FSM Office of Environment and Emergency Management (hereinafter OEEM) has the power and duty to administer and enforce the FSM Environmental Protection Act (title 25 of FSMC) and related regulations; and

WHEREAS, section 301 of title 25 of FSMC as amended by Public Law No. 17-57 and any subsequent amendment authorizes the Director of OEEM to enter into written cooperative agreements with departments or agencies of the FSM National Government to assist in achieving the purposes of the FSM Environmental Protection Act; and

WHEREAS, the College of Micronesia-FSM (Management (hereinafter COM-FSM) is a Public Corporation providing career and technical education services to the four states of the FSM (Chuuk, Kosrae, Pohnpei and Yap); and

WHEREAS, COM-FSM is accredited by the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC); and

WHEREAS, the Mission Statement of COM-FSM provides that the College is committed to assisting in the development of the Federated States of Micronesia by providing academic, career and technical educational opportunities for student learning; and

WHEREAS, OEEM and COM-FSM share a common objective of ensuring that FSM's citizens and businesses possess the technical capacity and human resources to safely and effectively manage ozone depleting substances and agree that mutual cooperation is helpful to both OEEM and COM-FSM in achieving this common objective;

Now, therefore, OEEM and COM-FSM agree to the following:

Article I. PURPOSE

- 1.1 This Memorandum of Understanding (hereinafter 'MoU') is made between OEEM and COM-FSM to establish a cooperative framework within which COM-FSM and OEEM shall work together to develop among FSM's citizens and businesses the technical capacity and human resources to safely and effectively manage ozone depleting substances.

- 1.2 Specifically, this MoU aims to establish and strengthen a collaborative working relationship between COM-FSM and OEEM regarding training on the management of ozone depleting substances.

Article II. FUNCTIONS of the PARTIES

2.1 Role of OEEM

- a. OEEM shall, within budgetary constraints and in cooperation with external partners, provide financial support to the COM-FSM to pay for the development and delivery of technician's training and certification programs related to the safe and efficient management of ozone depleting substances. Payments shall be made in accordance with the provisions of contracts for services that shall be negotiated and agreed between the Parties to this agreement.
- b. OEEM shall provide COM-FSM with access to technician equipment such as a recovery machine for ozone depleting substances and other refrigeration and air condition (RAC) tools and equipment necessary for technician's training and certification programs related to the safe and efficient management of ozone depleting substances.
- c. OEEM shall work in close collaboration with COM- FSM to explore ways to improve the technician training and certification program in refrigeration and air conditioning (hereinafter referred to as RAC training).
- d. OEEM shall whenever practicable provide training opportunities for technician trainers involved in the RAC training and shall communicate those opportunities to COM-FSM.

2.2 Role of COM-FSM

- a. COM-FSM shall develop, in accordance with the provisions of a contract for services that shall be negotiated and agreed between the Parties to this agreement, outline, syllabus and associated training materials for RAC training.
- b. COM-FSM shall deliver, in accordance with the provisions of a contract for services that shall be negotiated and agreed between the Parties to this agreement, training covering the theory and practical elements of best practice for installing, maintaining, servicing and retrofitting RAC equipment that uses ozone depleting substances.
- c. COM-FSM shall, in accordance with the provisions of a contract for services that shall be negotiated and agreed between the Parties to this agreement, deliver training covering the theory and practical aspects of using new refrigerants and equipment that are alternatives to ozone depleting substances.

- d. COM-FSM shall provide the training and testing, but certification authority should come from OEEM for technicians who complete the RAC training.
- e. COM-FSM shall, in accordance with the provisions of contracts for services that shall be negotiated and agreed between the Parties to this agreement, provide refresher trainings for refrigeration technicians.
- f. COM-FSM shall provide a storage facility to house the OEEM's recovery machine and other related refrigeration, air conditioning tools and equipment.
- g. COM-FSM shall be free to utilize OEEM's recovery machine and associated tools and equipment to assist in training COM-FSM students majoring in RAC technology.
- h. COM-FSM shall ensure that the training to which this MoU refers covers new ozone depleting substances, blends and other non-ODS refrigerants, whether or not these are in use at the time this agreement enters into force.
- i. COM-FSM shall assess and evaluate the technician training and certification programs covered by this MoU with a view to continually improving their quality and effectiveness.
- j. Work in close collaboration with the OEEM on all matters relating to ozone depleting substances.

Article III. GOVERNANCE ARRANGEMENTS

3.1 Financial arrangements

Except where otherwise provided for in this MoU, or through a separate written agreement or contracts for services, OEEM and COM-FSM shall each bear their own costs in fulfilling their commitments under this MoU.

Both OEEM and COM-FSM are committed to ensuring full and timely exchange of all information relevant to fulfilling their roles under this MoU.

3.2 Procedural Annexes

OEEM and COM-FSM may jointly develop one or more Annexes to support this MoU. These Annexes shall form part of the MoU when created in accordance with this clause. Each Annex shall relate to a mutually agreed issue and set out an approach for the most effective working relationship required to manage each issue.

Article IV. TERM OF AGREEMENT

4.1 Delegations

The COM-FSM President and the Director of OEEM may sign this MoU on behalf of COM-FSM and OEEM or may authorize another person to exercise all or any of his or her powers and functions under this MoU, except the power given in this Article.

4.2 Commencement

This MoU commences on the date it is signed by both parties or the date the last agency signs, where the agencies do not sign the MoU on the same day.

4.3 Termination

This MoU shall enter into force upon signature by the Parties and shall remain in force until terminated by either Party upon a formal written notice of termination by either Party. Any termination may only occur by decision of the Director of OEEM or the COM-FSM President. If the MoU is terminated, all Annexes made under this MoU shall also cease to have any effect unless it is mutually agreed to retain particular Annexes.

4.4 Liability

OEEM shall not be liable for any damage or injury to any person or property as a result of the use of RAC equipment or by reason of the RAC training. COM-FSM shall utilize reasonable precaution to avoid or prevent damage and injury to anyone.

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

FOR ON BEHALF OF FSM OFFICE OF ENVIRONMENT AND EMERGENCY MANAGEMENT:

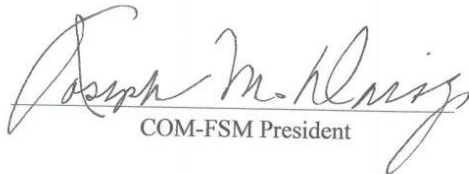


Director

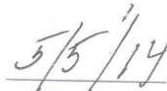


Date

FOR ON BEHALF OF COM-FSM:

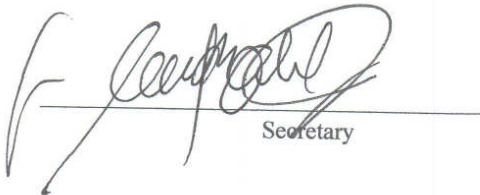


COM-FSM President

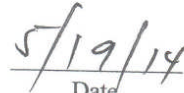


Date

LEGAL SUFFICIENCY
FOR ON BEHALF OF FSM DEPARTMENT OF JUSTICE:



Secretary



Date