



**Memorandum of Agreement
Between the College of Micronesia-Federated States of Micronesia
and
College of Micronesia Land Grant**

This Memorandum of Agreement (MOA) is entered into this 18th day of JULY, 2025, between the College of Micronesia-FSM (hereinafter referred to as "COM-FSM"), an institution under the laws of the Federated States of Micronesia (FSM), and College of Micronesia Land Grant Program (hereinafter referred to as "COM LGP"), a regional institution under the respective laws of each of the three partner Micronesian countries of the Republic of Palau, Federated States of Micronesia, and the Republic of the Marshall Islands, collectively COM-FSM and COM LGP are referred herein to as the "Parties."

RECITALS

WHEREAS, the COM LGP was designated as a Land-Grant College in 1981 under the Education Amendments of 1972 (U.S. Public Law 92-318, as amended; 7 U.S.C. 301), leading to the establishment of the Land Grant;

WHEREAS, the COM LGP is an institution under the USDA National Institute of Food and Agriculture (NIFA) that provides overall administration of research, extension, and RI programs for the three Micronesian Colleges: the College of Micronesia-FSM, Palau Community College (PCC), and the College of the Marshall Islands (CMI), with the Central Office located at the CTEC Campus in Pohnpei;

WHEREAS, COM LGP offers these programs in Extension, Research, and Resident Instruction through a treaty between the three nations and through a Memorandum of Understanding with the three Micronesian colleges, specifically under the Cooperative Research and Extension (CRE) department at each college;

WHEREAS, the COM-FSM is engaged in cooperative research and extension work to distribute among the people of the FSM useful and practical information on subjects relating to the critical issues prominent in the FSM, in line with the USDA NIFA goals. The approved Plan of Work (POW) and Planned Programs focus on addressing strategic issues such as *lack of local food production and food insecurity, sustainable aquaculture development, childhood obesity, climate*

change challenges, high incidence of food and waterborne illnesses, nutrition, and youth and family issues in the communities.

WHEREAS, the COM-FSM receives funding from the USDA NIFA through COM LGP to support research, extension, and residential instruction in the FSM, to promote agriculture and food sciences.

WHEREAS, under the Treaty, FSM is established as the host nation, and Pohnpei being the location of the Central Office, whereby COM-FSM is the national and partner college under the COM Land Grant system.

NOW THEREFORE, in consideration of the following premises, the parties mutually agree as follows:

AGREEMENT

Terms of Agreement

The College of Micronesia – FSM supports the COM Land Grant in alignment with the Treaty and MOU of partnership and collaboration by hosting the Central Office at the SBDC building at CTEC. COM-FSM agrees to share a designated space with the COM Land Grant and is described as follows: 6,848 square feet (SF) on the 3rd floor of the building at CTEC campus known as the Small Business Development Center located at the CTEC Campus, Kolonia, State of Pohnpei, Federated States of Micronesia, hereinafter refer to as the “Premises”. The term of this agreement shall be for a period of not more than 9 years commencing on the 1st day of January 2025 and expiring at midnight on September 30, 2033.

Any disputes arising under this MOA, including those related to termination, shall first be addressed through good-faith negotiation between the parties. If no resolution is reached within 30 days of notice of the dispute, the matter may proceed to mediation, with the parties mutually agreeing on a mediator and the process to be followed. Any costs associated with mediation shall be shared equally by the parties.

Use of Space

COM-FSM grants the Premises to COM-LGP and COM LGP hereby agrees to utilize the Premises for the following uses and purposes:

- Office functions to administer and carry out the operations and mandates of the COM LGP per the treaty with the 3 governments (FSM, RMI and ROP) through the 3 partner colleges (COM-FSM, CMI, PCC) and NIFA partners.
- Host board meetings and other stakeholder meetings.
- Other related office functions and activities.

The building is situated on the College of Micronesia-FSM, CTEC Campus, and the parties agree to adhere to all COM-FSM rules and policies. COM LGP and all their employees agree to be bound by the rules and policies of COM-FSM while using the building, including the policies prohibiting the use of alcohol, drugs, betel nut and smoking while on campus. Failure to abide by these policies may result in the termination of this MOA.

Utilities

COM LGP shall install its own connection and meter for electricity usage and shall be responsible for the payment. COM Land Grant shall also install a separate meter for water utility and shall be responsible for paying the billing.

Back-up Power Services. COM-FSM shall provide back-up power service from its own generator. In the event that COM-FSM provides power from its standby generator exceeding 24 hours per week, COM Land Grant shall pay the cost of fuel plus 5 percent for the total service hours.

IT Services

COM Land Grant shall be responsible for its own IT services including internet connection.

Maintenance and Improvements

COM LGP agrees that no improvements, alterations, or changes of any nature, (except for those listed on any attached addenda) shall be made to the premises or the exterior of the building without first obtaining the consent of COM-FSM in writing, consent of which shall not be unreasonably withheld. Thereafter, any and all improvements made to the Premises which become affixed or attached to the Premises shall remain the property of COM-FSM at the expiration or termination of this Agreement. Furthermore, any improvements shall be made only in accordance with applicable national, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject Premises. If the COM LGP makes any improvements to the Premises, the COM LGP shall be responsible for the payment.

Custodian

COM LGP shall be responsible for custodial services for their spaces and the entire third floor, including the stairway cases to the third floor.

Security

Estimated security costs for this building and the surrounding college premises, will total approximately \$1,784.80 per month (salary + fringe benefits + differential), or \$2.40 per hour; one full-time security guard per shift, three shifts per day (24 hours), and seven days per week. COM-FSM shall cover the cost of Security for the building and premises.

Access Roads and Parking

COM-FSM, COM LGP, and any other parties sharing space in the SBDC building will share the access road and parking lot of the building. The cost of improvements and maintenance will be shared between all parties and occupants of the building. Each party agrees that they are responsible to keep the parking area and all common areas neat and tidy.

Insurance

Insurance costs for property damage insurance will be approximately \$1,872.00 per year. Insurance shall be provided from Moylan's Insurance. The amount of insurance shall be \$600,000.00 for the building and \$100,000.00 for personal property inside the building. Starting January 01, 2025, and continuing during the term of the MOA, this insurance amount will be paid in proportions based on the three floors. COM LGP shall pay 1/3 of the total annual amount. COM-FSM shall pay the premiums and shall be reimbursed by COM LGP. The initial premium will be prorated for the year, as it will go into effect for a term of less than a year. In the event of personal property damage, the parties shall share the personal property damage proceeds on the same pro rata basis they are paying the premiums.

Each party is responsible for all other insurances to cover their operations, including general liability and workers' compensation or employer liability coverage.

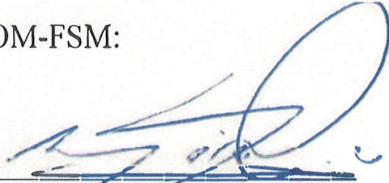
Termination

This MOA can be terminated by COM-FSM or COM LGP by giving the other party ninety (90) days prior written notice of intent to terminate.

Entire Agreement

This MOA constitutes the entire MOA between the parties. This MOA may be modified or amended only by the written agreement of COM-FSM and COM LGP.

For the COM-FSM:

By: 

Theresa Koroivulaono, President
College of Micronesia-FSM

Date: 07. 21. 25.

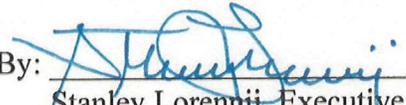
Approved as to form:



(Legal Counsel for the College)

Date: 07/22/25

For the COM-Land Grant:

By: 

Stanley Lorennij, Executive
Director COM-Land Grant

Date: 7/17/25

Approved as to form:



(Legal Counsel for COM Land Grant)

Date: 7/18/25