Annex 2 | MOU for Ovalau
MINISTRY OF EDUCATION, CULTURE, HERITAGE AND ARTS
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made
on _______ of _____________ 2008

BETWEEN the Ministry of Education, Culture, Heritage and Arts through the
Department of Culture and Heritage on the one part
AND the Ministry of Indigenous Affairs through the Institute of Fijian
Language and Culture on the other part

PART I  COMMON TERMS

It is hereby agreed as follow:

1. **Purpose of the Agreement**
   This Agreement is made to facilitate the exchange of information
   between the parties for the purpose of protecting the cultural heritage of
   Ovalau

2. **Source of Information**
   The information shared will emanate from the Cultural Mapping
   Exercise for the island of Ovalau undertaken by the IFLC.

3. **Type of Information**
   The information, stored in any medium, that is agreed to be exchanged
   will as follows:
   - Pre-European history of Ovalau, its four (4) tikinas and all the
     villages under each tikina;
• Information about European and other foreign settlers;
• Migration information of local groups and persons;
• Objects having cultural value and significance including cultural handicrafts
• Sites of cultural significance;
• Oral history collected from the people of Ovalau
• And any other such relevant information

4. Consent of Information Owner(s) or Traditional Custodians
   The DCH will only access information from the IFLC provided original owners of information consent in writing

5. Use of the Information for the World Heritage Listing
   The DCH will use the information exchanged for the Nomination documents for the World Heritage Listing

6. Restriction on the Use of the Information by the DCH
   Information exchanged under this Agreement will only be used for the purpose of the protection of the heritage of Ovalau, and no other use outside of this ambit.

PART II RESPONSIBILITIES OF THE INSTITUTE OF FIJIAN LANGUAGE AND CULTURE

The Institute of Fijian Language and Culture (IFLC) is responsible for the following:

1. Information Sharing
   The IFLC will share its information gathered under the Cultural Mapping Exercise for Ovalau.

2. Facilitate information exchange
   The IFLC is responsible to provide information requested by the DCH in a timely manner

3. Provision of copies
   The IFLC will provide copies of its information to the DCH upon request
PART III  RESPOSBILITIES OF THE DEPARTMENT OF CULTURE AND HERITAGE

The Department of Cultural Heritage (DCH) is responsible for the following:

1. **Use of Information**
   Information accessed from the IFLC will only be used for the purpose of the protection of the heritage of Ovalau.

2. **Copies not Allowed**
   The DCH will not make copies of the information accessed from the IFLC under this Agreement.

3. **Acknowledgement**
   The DCH will acknowledge the IFLC in any instance where information under this Agreement is used for public purpose such as the Nomination document for World Heritage Listing.

4. **Return of Information**
   Once the DCH has completed use of the information provided by IFLC, the DCH will return, in a timely matter, that information to IFLC.

5. **Restricted Access**
   The DCH will not allow any access of information provided by IFLC for public consumption or otherwise except for the purpose of this Agreement.

PART IV  GENERAL TERMS OF THE AGREEMENT

1. **Adherence to the Agreement**
   Both parties agree to adhere to the terms of this Agreement.

2. **Ammendments to this Agreement**
   Both parties will agree to any amendments to this Agreement.

3. **Interpretation**
   This Agreement will be interpreted according to the Purpose specified in this Agreement.

4. **Dispute Resolution**
Both parties will agree on the method of resolution of disputes if any may arise in connexion with this Agreement.

5. **Termination**
This Agreement shall terminate when the purpose of this Agreement has been achieved or any such time agreed by both parties.

**SIGNATURE**

Signed for and on behalf of the Department of Culture and Heritage, Ministry of Education, Culture, Heritage and Arts

Signed for and on behalf of the Institute of Fijian Language and Culture, Ministry of Indigenous Affairs

Witness

---

**Director DCH**
Date:

**Director IFLC**
Date:

**Name**
Date: