

**Annex 2|*MOU for Ovalau***



# 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 RESPOSIBILITIES 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. Amendments 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: