



Bureau of Cultural and Historical Preservation

(Historic Preservation Office)

Ministry of Community and Cultural Affairs

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Agreement for the Temporary Curation of Artifacts and Records

1.0 Purpose

- 1.1 This document is designed to serve as a memorandum of agreement between the Bureau of Cultural and Historical Preservation for the Republic of Palau (the *grantor*) and a second party (*grantee*) who seeks permission to curate artifacts and record on temporary basis. This document presents the terms of this agreement.
- 1.2 An artifact is any portable object modified or used by people. Examples of artifacts include pottery, stone tools, shell tools, pottery shards, bone tools, and other objects. All artifacts represent of historic heritage of the people of Republic of Palau and must be protected. Artifacts shall be deposited with the Bureau of Cultural and Historical Preservation for storage, protection, and possible display in the Belau Nation Museum.
- 1.3 A scientific sample from an archaeological site represents the cultural and natural environment. Examples of the latter include bone, shell, wood, charcoal, pollen, phytoliths, and soil, among others. Scientific samples need not be returned but will remain the property of the Republic of Palau. Should any samples remain at the end of the project, the grantee shall curate them at the grantee's institution or other location meeting permanent curational guidelines.
- 1.4 The scientific record of an archaeological excavation includes field notes, field forms, drawings, sketches, maps, oral histories archival data, photographs, film, videotape and other media. Together with the artifacts and the scientific samples, these provide the permanent record of the site area investigation.

2.0 Professional Archaeological Excavation

- 2.1 The scientific study of Palau's archaeological heritage is of immense interest and importance to the people of Palau. Hence the scientific remains shall be studied by professional archaeologists and other related scientists. To obtain the services of those individuals and their laboratories will require, in most cases, that the artifacts and other scientific samples be shipped to other countries for analysis.
- 2.2 At least three working days prior to shipping, the grantee shall provide a the Bureau of Cultural and Historical Preservation a copy of the field specimen catalog listing all artifacts and artifacts samples, showing the dates excavated, the provenience, and the kinds of materials included. In addition, the grantee shall provide a copy of the shipping manifest showing weight of each container. The field specimen catalog must be correlated with the shipping manifest so that if a container is lost, its will be known and the loss assessed.
- 2.3 The grantee shall use a shopping agent and method which guarantees traceability of the containers.
- 2.4 Some artifacts may be of such paramount importance to Palau that these cannot leave the country or shall require special permission to leave the country. Examples may include sacred items and exceptionally well crafted objects. Unique items of display quality for a museum shall be described in detail and photographs prior to leaving Palau.
- 2.5 The grantee shall return all artifacts within one year. Should the grantee require additional time and submit a written request to do so, this agreement may be extended by the Director of Bureau of Cultural and Historical Preservation for an additional year. Under no circumstances shall this agreement be extended by Bureau of Cultural and

Historical Preservation for than a total of three years. In those exceptional situations where additional time is required, a new agreement must be executed.

- 2.6 The grantee assumes complete liability for the safekeeping and care of the artifacts and scientific samples.
- 2.7 The grantee guarantees the artifacts' return in good condition.

3.0 Human Remains

- 3.1 Human Remains may be shipped from Palau upon execution of a separate agreement "*Agreement for the Disposition of Human Remains*". Palau recognizes the important scientific data which can be obtained from an anthropological analysis of human remains. At the same time it wishes to ensure that these remains are treated with dignity and respect. The grantee shall be responsible that any disturbance of human remains an associated burial furnishings and artifact follow the regulations outlined in Bureau of Art and Culture regulation entitled "*Regulations Regarding the Treatment and Disposition of Human Remains and Burial Furnishings*". The grantee shall be responsible for seeing that prior to shipment the remains are properly treated for their trip using Palauan customs and that they are treated properly at all time.

4.0 Dissemination of Knowledge

- 4.1 The professional archaeologist is obligated ethically to write a report detailing the field and laboratory methods used in the analysis, describing the site and its artifacts in great detail, illustrating the artifacts, and providing an evaluation of the sites importance in Palauan history and prehistory. The professional archaeologist is further obligated to see that the final report is printed in sufficient quantities that it can be disseminated to researchers throughout the Pacific and Pacific Rim.
- 4.2 The grantee, as a condition of this agreement, shall provide a minimum of ten (10) bound copies of the final report, on archival paper, to Bureau of Cultural and Historical Preservation. One of these copies will be placed in the Palau Archives.
- 4.3 The grantee shall provide at least one copy of the final report to the following Historic Preservation Officers: Federated States of Micronesia, Republic of the Marshall Islands, Commonwealth of the Mariana Islands, Guam.
- 4.4 The grantee shall provide the following to the Bureau of Cultural and Historical Preservation :
 - computer disk with all relevant notes, maps, drawings and report text;
 - copies of all field notes, field maps, drawings, and report texts;
 - all slides, prints, and negatives placed in archival quality pages and binders;
 - all video tapes and/or films of excavations.
- 4.5 The grantee shall provide five (5) copies of all journals articles or other publications to the Bureau of Cultural and Historical Preservation. One of these copies will be placed in the Palau Archives and one in the Belau Nations Museum Library

5.0 Copyrights, Acknowledgment, and Permission to Use the Scientific Data

- 5.1 The grantee is obligated professionally to disseminate the scientific data in scientific journals and monographs. The use of the data and artifacts illustrations in scholarly work is not only permissible, but is encouraged.
- 5.2 The commercial use of such data is not permitted without a separately executed agreement which sets the division of any royalties. The Republic of Palau retains all rights and copyrights to said artifacts, including the visual images in digital or analog form.
- 5.3 The grantee shall acknowledge the assistance of the Republic of Palau and the Bureau of Cultural and Historical Preservation in any and all publications or reports.

6.0 Bonding

- 6.1 The Bureau of Cultural and Historical Preservation reserves the right to require the grantee to post a bond to guarantee the safe return of the artifacts and other documentation including under this agreement.

7.0 Concerned Parties

- 7.1 The grantor and the grantee do hereby agree to the above conditions. The grantee's signature must include not only the person (principal investigator) directly responsible for maintaining the security of these artifacts, but also an individual from the grantee's institution who is authorized to commit the institution's resources of space and funding to ensure the proper care, storage, and return of these artifacts.
- 7.2 Any liabilities and responsibilities shall be shared jointly and severally by the individual signatories and their institution.

Project Name:

Grantee:

| | | |
|---|-----------|-------|
| _____ | _____ | _____ |
| Project/Field Director | Signature | Date |
| _____ | _____ | _____ |
| Principal Investigator | Signature | Date |
| _____ | _____ | _____ |
| Individual Authorized to sign for Grantee's Institution/Org. | Signature | Date |

Address:

Email address:

Grantor: Bureau of Cultural and Historical Preservation

| | |
|------------------------------------|-------|
| _____ | _____ |
| BAC Survey & Inventory/Archaeology | Date |

Approved by:

| | |
|------------------|-------|
| _____ | _____ |
| BAC Director/HPO | Date |

Number of Attached Pages _____