



## Bureau of Cultural and Historical Preservation

(Historic Preservation Office)

Ministry of Community and Cultural Affairs

P.O. Box 100, Koror Palau 96940

Phone: (680) 767-1126 fax: (680) 767-2452

e-mail: [bac\\_reg@palaunet.com](mailto:bac_reg@palaunet.com) and [bac\\_arch@palaunet.com](mailto:bac_arch@palaunet.com)

---

### *Agreement for the Disposition of Human Remains in the Republic of Palau*

#### **1.0 Purpose**

This documentation is designed to serve as a memorandum of agreement between Bureau of Cultural and Historical Preservation for Republic of Palau (the grantor) and a second party (grantee) who is conducting archaeological research in locations which might contains human remains. All research involving subsurface testing or excavation is required to have this agreement executed.

- 1.1 *Human remains* consist of the skeletons or individual bones from a human being.
- 1.2 Human remains are extremely important to Palauans for spiritual reasons and should not be *needlessly* disturbed by construction or by archaeological research.
- 1.3 Human remains are extremely essential to Palauans for scientific reason, for they provide important evidence of migrations, settlement, and demographic history of Palau.
- 1.4 A balance needs to be reached between the spiritual and the scientific needs; these needs are not mutually exclusive and hence, with care and thoughtfulness, the spiritual and the scientific needs may be met.
- 1.5 The operating assumption is that in most cases, the individual buried and the people related to that individual, would have wished to remain in the ground, undisturbed.
- 1.6 However, it is further recognized that if those human remains are treated with dignity and respect, they can be temporarily removed from the ground for scientific study, so long as they are returned to an appropriate place of rest and are reburied with the proper ceremonies.
- 1.7 Situations arise, due to erosion, vandalism, and construction when human remains are suddenly and unexpectedly encountered. This provision recognizes that such emergency conditions exist.

#### **2.0 Location of Human Remains**

- 2.1 Prior to conducting excavation in a site, the researcher shall conduct as detailed an oral history research as needed to establish the likelihood of encountering human remains and establish which clan would be affected should remains be encountered. The permission of the clan must be obtained in writing prior to removal of the remains.
- 2.2 Human remains will generally fall into one of the following types:
  - 2.2.1 Burial within a stone platform
  - 2.2.2 Burial within a separate cemetery (20<sup>th</sup> century)
  - 2.2.3 Burial within a cave
  - 2.2.4 World War II casualty intentionally or accidentally buried at or near a place of death
  - 2.2.5 Accidental death and buried by natural means

- 2.3 Because of World War II, isolated human remains may be encountered.
- 3.0 Excavation**
- 3.1 With the exception of recent graves with headstones and obvious disturbances of platform paving, the presence of human remains cannot likely be assessed without sufficient excavation to expose those remains
- 3.2 Should human remains be encountered they should be carefully excavated sufficiently to expose the remains completely. The bones should be mapped and photographed, taking special note of any grave goods included with the individual at the time of burials.
- 3.3 The Bureau of Cultural and Historical Preservation shall be notified immediately when the researcher has uncovered sufficient remains that an identification of human burial can be made with reasonable certainty. Once identification has been confirmed regulations outlined in Bureau of Cultural and Historical Preservation regulation entitled “*Regulations Regarding the Treatment and Disposition of Human Remains and Burial Furnishings*” shall be followed.
- 3.4 The scientific study of Palau’s archaeological heritage is of immense interest and importance to the people of Palau. Hence the human 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 human remains and other scientific samples be shipped to other countries for analysis.
- 3.5 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.
- 3.6 After completely recording the human remains in the ground, the bones may be removed from the burial location. Throughout their exhumation and removal, the researchers shall ensure an atmosphere of solemnity and dignity, treating the remains as if they were those of their own close family.
- 3.7 The remains should be carefully packed in individual boxes for physical anthropologist for post field analysis, preferably in Palau.
- 3.8 Should it become necessary to ship the remains off-island for analysis by physical anthropologist or other related specialist, at least three working days prior to shipping, the grantee shall provide the Bureau of Cultural and Historical Preservation a copy of the field specimen catalog listing remains, showing the dates excavated, and the provenience. 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, it will be known and the loss assessed.
- 3.9 The grantee shall use a shipping agent and method which guarantees traceability of the containers.
- 3.10 The grantee shall return all human remains within one year. Should the grantee require additional time may submit a written request to do so, this agreement may be extended by the Director of Bureau of Cultural and Historical Preservation and/or effected state/s, clan/s and/or family member/s for an additional year. Under no circumstances shall this agreement be extended by Bureau of Cultural and Historical Preservation for more than a total of three years. On those exceptional situations where additional time is required, a new agreement must be executed.
- 3.11 Some remains may be of paramount importance to Palauans that they cannot leave the country or shall require special permission to leave the country.
- 3.12 The grantee assumes complete liability for the safekeeping and care of the human remains and other scientific samples.

- 3.13 The grantee guarantees that the human remains return to Palau in good condition.
- 3.14 **Japanese soldiers** remain which can be conclusively identified as such by the archaeologist in charge may be exhumed and disposed using a protocol established by the Palau Ministry of State. Human remains of Japanese soldiers shall not be exhumed without the presence of a professional archaeologist approved by the Bureau of Cultural and Historical Preservation. The reason for this is to ensure the remains are not Palauans or Americans and also to ensure that Palauan prehistoric sites are not damaged by careless excavation.
- 3.15 **American soldiers** remains as well as unknown military remains shall be reported to Joint POW/MIA Accounting Command in Honolulu
- 3.16 All human remains not obviously military personnel shall be treated as being Palauan unless otherwise established.

#### **4.0 Scientific Analysis**

- 4.1 The scientific analysis of the human remains will provide important data on the ancient Palauan population which
- 4.2 All human remains shall be examined by a physical anthropologist with specialized training in human osteology. Such study shall include, but be limited to the following:
  - 4.2.1 Determining gender of individual;
  - 4.2.2 Determining age at death; determine stature
  - 4.2.3 Determine the extent of injuries, disease, and cause of death
  - 4.2.4 Determine the general state of health of the individual, through analysis of tooth wear, bone density, etc.
  - 4.2.5 Determine the racial characteristics which can be used to provide evidence of population movement
- 4.3 Samples: small samples may be removed for radiocarbon dating, DNA testing and other scientific tests. It is understood that these processes are destructive; hence the quantity used should be as limited as is scientifically feasible to do.
- 4.4 The analysis shall be undertaken and completed within one year following exhumation. All remains are to be returned for reburial within one year.

#### **5.0 Dissemination of Knowledge**

- 5.1 The professional archaeologist is obligated ethically to write a report detailing the field methods and post field analysis, describing the site and human remains and associated artifacts in great detail, including illustrations, tables, provenience 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 through out the Pacific and Pacific Rim.
- 5.2 The grantee, as a condition of this agreement, shall provide a minimum of five (5) 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.
- 5.3 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.

5.4 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.

**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 human remains and associated artifacts and other documentation included 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 the human remains and associated 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:**

<b>Grantee:</b>		
_____	_____	_____
Project/Field Director	Signature	Date
_____	_____	_____
Principal Investigator	Signature	Date
_____	_____	_____
Individual Authorized to sign for Grantee's Institution	Signature	Date
<b>Address:</b>		
<b>Email address:</b>		

<b>Grantor: Bureau of Cultural and Historical Preservation</b>	
_____	_____
BAC Survey & Inventory/Archaeology	Date
<b>Approved by:</b>	
_____	_____
BAC Director/HPO	Date

**Number of Attached Pages** \_\_\_\_\_