

MEMORANDUM OF UNDERSTANDING

between

The Government of Australia as represented by the Department of Agriculture, Water and the Environment (“DAWE”); which under the terms of this MoU represents the interests of the Australian Underwater Cultural Heritage Program.

and the

The Government of the Solomon Islands as represented by the Ministry of Culture and Tourism (“SIMCT”); which under the terms of this MoU represents the interests of the regional branches of SIMCT;

and the

The Solomon Islands National Museum (“SINM”); which under the terms of this MoU represents the interests of the regional branches of SINM;

**FOR THE PURPOSE OF
COLLABORATION IN RESEARCH IN MARITIME ARCHAEOLOGY
AND UNDERWATER CULTURAL HERITAGE MANAGEMENT**

I. PARTICIPANTS AND PURPOSE

- A. This Memorandum of Understanding (MOU) is between the Australian Government Department of Agriculture, Water and the Environment (DAWE) and the Solomon Islands Government through the Solomon Islands Ministry of Culture and Tourism (SIMCT) and the Solomon Islands National Museum (SINM) — hereinafter individually referred to as a ‘Participant’ and collectively referred to as ‘the Participants’.
- B. The purpose of this MOU is to facilitate cooperative maritime archaeological research and underwater cultural heritage management activities, education and capacity building between the SIMCT, SINM and DAWE (which administers the Australian Underwater Cultural Heritage Program). This MOU will support collaborative projects on shared heritage and the different values attached to it; increase public awareness of both nations’ maritime heritage; sharing knowledge and capacity with other States; undertake scientific research, monitoring, and exploration; and provide educational programs for the public. Additionally, this MOU will support skill sharing and professional development opportunities, hands-on educational opportunities for learning and participating in maritime archaeology and maritime history.
- C. All activities and projects related to the implementation of this MOU will be conducted in accordance with international best practice.

II. BACKGROUND

- A. The Solomon Islands Ministry of Culture and Tourism (SIMCT) was established by the Solomon Islands National Government to oversee the development of tourism industry, and preserving cultures and arts sectors of the country. The mission of the Ministry is to create an effective Government Ministry that proactively and strategically addresses the growth prospects and economic development opportunities in the tourism, cultural, arts and heritage sectors. This is done through valuable and sustainable partnerships with resource owners, government ministries/agencies and development partners. The Office of Culture is one of the Divisions of the Ministry of Culture and Tourism which is commonly known as the Culture Division. The Solomon Islands Nasinol Policy Framework blong KALSA outlines the core functions of the Culture Division. The scope of its main function are to safeguard, preserve, develop and promote the culture (both tangible and intangible) of the Solomon Islands. This ensures social cohesion and nation building by implementing the said policy and its implementation strategies. The Culture Division is also involved in legislation and policy formulation, strengthening of Traditional Governance systems, organizing cultural festivals, and the development of cultural infrastructures.
- B. The SINM administers the Solomon Islands *Wrecks and War Relic Act 1980* and is the sole national institution that preserves and protects both tangible and in-tangible cultural values as well as historical materials. The Solomon Islands were the location of the pivotal ‘Battle of Guadalcanal’ in World War Two resulting in dozens of sunken warships and hundreds of submerged aircraft throughout the islands but in particular in an area of water now known as Iron

Bottom Sound. Apart from military wrecks, there are also known and unknown, located and unlocated shipwrecks throughout the waters of the islands as well as significant other submerged cultural heritage. An urgent administrative challenge faced by the SINM is to establish a recording and registration process for underwater wrecks and their associated relics to assist in combatting their ongoing illicit removal and theft.

- B. DAWE administers the Australian Underwater Cultural Heritage Program. The Australian Underwater Cultural Heritage Program's objectives are to research, explore, document and protect Australia's underwater cultural heritage. A key direction of DAWE is to develop policies and programs to support Australia's underwater cultural heritage in and outside Australian waters, to provide national leadership and to contribute internationally, particularly to regional capacity building. Australia is involved in the international maritime archaeological community through participation in the International Council on Monuments and Sites - International Committee on the Underwater Cultural Heritage (ICOMOS/ICUCH). Australia has broadened protection to all underwater cultural heritage to enable the Minister for the Environment, subject to consultation with the nearest coastal State, to declare shipwrecks of significance to Australia, outside Australia's jurisdiction, as protected. Linking with SIMCT and SINM through this MOU provides a platform for collaborative work of an international character in Australian and Solomon Islands waters.

III. AUTHORITIES

- A. The programmatic authority for SIMCT to enter into this MOU is by signature of the Director of Culture, SIMCT.
- B. The programmatic authority for SINM to enter into this MOU is by signature of the Director, SINM.
- C. The programmatic authority for the DAWE to accept this MOU is by signature of the First Assistant Secretary of the Heritage, Reef and Wildlife Trade Division, DAWE.

IV. PROPOSED ACTIVITIES

- A. SIMCT and SINM will, based on projects approved under this umbrella arrangement:
 - i. assist, when practical, with the support for and placement in appropriate agencies, departments, and/or museums of DAWE personnel, Australian Underwater Cultural Heritage Program Practitioners, other appropriate Australian researchers, Australian-based university masters and doctoral researchers and other appropriate researchers, to assist with study and preservation of maritime heritage resources and shared heritage;
 - ii. encourage its staff, maritime archaeology masters and doctoral students to work with DAWE, Australian Underwater Cultural Heritage Program Practitioners and other appropriate researchers on mutually decided projects, subject to the availability of funds and personnel;

- iii. facilitate access to SIMCT and SINM resources for the purpose of fulfilling this MOU, where practical and appropriate;
 - iv. work with DAWE to identify sources of financial and other support for mutually arranged projects; and
 - v. assist in capacity building in underwater cultural heritage management and archaeology within Australia and cooperate in capacity building projects in other areas of maritime archaeology with a focus towards the Pacific Ocean Region.
- B. DAWE will, based on projects approved under this umbrella arrangement:
- i. assist, when practical, with the support and placement of SIMCT and SINM staff at DAWE and in delegated agencies under the Australian Underwater Cultural Heritage Program for the study and preservation of maritime heritage resources, underwater archaeology and underwater cultural heritage management - particularly in Australian waters;
 - ii. encourage its staff, Australian Underwater Cultural Heritage Program Practitioners, Australian based students and other stakeholders (e.g. appropriate community-based research groups) to work with SIMCT and SINM staff on mutually decided projects, subject to the availability of funds and personnel;
 - iii. facilitate access to DAWE and Underwater Cultural Heritage Delegates resources for the purpose of fulfilling this MOU, where practical and appropriate; and
 - iv. work with SIMCT and SINM staff to identify sources of financial, and other, support for mutually arranged projects.
- C. All Participants will:
- i. where practical and appropriate, cooperate on capacity-building activities in underwater cultural heritage management in Australia and the Solomon Islands;
 - ii. cooperate to establish and implement mutually determined joint research and education programs that enhance public and scientific understanding and appreciation of maritime archaeology, history, heritage, resource preservation and underwater cultural heritage management, in support of SIMCT, SINM and DAWE mutual goals, consistent with applicable laws, regulations, policies, and procedures;
 - iii. seek opportunities for researchers, students and technical staff to further their qualifications, experience and training;
 - iv. seek opportunities for exchanges of public communication projects

including, but not limited to, school education programs, online projects, travelling exhibitions, conferences, workshops and training programs;

- v. publish any cooperative research results in journals and monographs under joint SIMCT, SINM and DAWE rights. The order of logo as well as authorship will be determined by the level of contribution; and
- vi. publish research that results from the MOU.

V. FUNDING, PROGRAMMING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS

- A. This MOU defines in general terms the basis on which the Participants will cooperate and does not constitute a financial obligation to serve as the basis for expenditures. Any activities involving reimbursement or transfer of funds between the Participants to this MOU will be handled in accordance with applicable laws, regulations, and procedures of the country where the activity is being undertaken. Such activities will be documented in a separate arrangement.
- B. Funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided by each Participant to the extent that their participation is required and resources are available.
- C. This MOU does not restrict the Participants from participating in similar activities or arrangements with other public or private agencies, organisations, or individuals.
- D. This MOU does not obligate the Participants to expend funds or to enter into any other arrangements, agreements, contracts or other obligations. This MOU will however serve as a catalyst for cooperative projects and quality control for research being executed within this framework.
- E. For the avoidance of doubt this MOU does not create any legally binding rights or obligations between the Participants.

VI. CONTACTS

- A. The points of contact for activities under this MOU are:

SIMCT: Director of Culture, Solomon Islands Ministry of Culture and Tourism,
P O Box G20-Honiara, Solomon Islands
Ph. (+677) 20137 24895/27314, Alt. 20138, Mobile: (+677) 7521496 Office:
+677-20137 or 20138. email: DMarita@tourism.gov.sb

SINM: Director, Solomon Islands National Museum,
P O Box 313-Honiara, Solomon Islands
Ph. (+677) 20137, Alt. 20138, Mobile: (+677) 7521496 Office: +677-20137 Or
20138. email: THeorake@tourism.gov.sb

DAWE: Assistant Secretary, Heritage Branch, Department of Agriculture,
Water and the Environment, PO Box 787, CANBERRA, ACT 2601, Australia

Ph. (+612) 6274-2015, Alt. Mob: 0407 430 138. email: james.barker@awe.gov.au

- B. If there is a change regarding the information in this Paragraph, the Participant making the change will notify the other Participants in writing of such change.

VII. DURATION, AMENDMENTS, OR TERMINATION

- A. This MOU will take effect on the date it has been signed on behalf of all Participants and remains in effect for ten years from that date, unless:
- i. the Participants mutually decide to extend this MOU;
 - ii. the Participants terminate this MOU by written mutual consent; or
 - iii. a Participant gives at least sixty (60) days' written notice to the other of their intention to terminate this MOU.
- B. This MOU may be amended by written mutual consent of the Participants.
- C. The Participants will review this MOU at least once every five years to determine whether it should be amended or terminated.

VIII. OTHER PROVISIONS

- A. If the Participants disagree on the interpretation of this MOU, they will present their differences to each other in writing and discuss them. If the Participants fail to resolve their differences within thirty (30) days, then the Participants may terminate this MOU in accordance with Paragraph VII above.

IX. APPROVALS

ACCEPTED AND APPROVED FOR
THE GOVERNMENT OF AUSTRALIA
DEPARTMENT OF AGRICULTURE
WATER AND THE ENVIRONMENT

ACCEPTED AND APPROVED FOR
THE NATIONAL MUSEUM OF THE
SOLOMON ISLANDS

BY: SIMON BANKS
Dr Simon Banks
First Assistant Secretary

Heritage, Reef and Wildlife Trade Division
Department of Agriculture, Water and
the Environment
Canberra, Australia

BY: LAWRENCE KIKO
Lawrence Kiko
Acting Director
Solomon Islands National Museum
Honiara, Solomon Islands

DATE: 21 January 2022

DATE: 17th January 2022

ACCEPTED AND APPROVED FOR
THE SOLOMON ISLANDS MINISTRY
OF CULTURE AND TOURISM

BY: DENNIS MARITIA

Dennis Marita
Director of Culture
Solomon Islands Ministry of Culture and Tourism
Honiara, Solomon Islands

DATE: 07th January 2022