

Research Agreement

AN AGREEMENT made the day of, 200..... .

BETWEEN : THE NATIONAL CULTURAL COUNCIL, representing the Government of the Republic of Vanuatu and the local community, (hereinafter called "the Council") of the one part.

AND :

of (institution)

(hereinafter called "the Researcher") of the other part.

WHEREAS :

(1) The Researcher has applied to the Council to do research work in the Republic of Vanuatu, and agrees to the conditions placed upon her/him in this document and to compliance with the intent of the ethics described in the Vanuatu Cultural Research Policy.

(2) The Council has agreed to allow the Researcher to do such research, and has agreed to the obligations placed upon it by this document and by the Vanuatu Cultural Research Policy.

AND THEREFORE THE PARTIES AGREED AS FOLLOWS :

(1) The Council hereby authorises the Researcher to undertake research work in Vanuatu on the subject of

with the communit(y/ies) of

on the island/s of

in the capacity of (if more than one researcher is involved)

for the period up until (Specify if research will involve more than one visit)

(2) The Researcher has paid an authorisation fee of 25,000 vatu to cover all administrative costs incurred in the setting up and implementation of the research venture, or this fee has been waived by the Council.

(3) The right to the products of research shall belong to the Researcher who shall be entitled to reproduce them for educational, academic or scientific purposes, provided that traditional copyrights are not compromised and the permission to use material has been obtained from copyright holders with their prior informed consent. The products of research shall not be reproduced or offered for sale or otherwise used for commercial purposes, unless specified under section 12 of this agreement.

(4) Copies of all non-artefact products of research are to be deposited without charge with the Cultural Centre and, where feasible, with the local community. Two copies of films and videos are to be provided, one for public screening and the other for deposit in the archives. In the case of films, a copy on video is also required. Any artefacts collected become the property of the Cultural Centre unless the traditional owners specify otherwise. The carrying of any artefacts or specimens outside the country is prohibited as stipulated under cap.39 of the Laws of Vanuatu. Artefacts and specimens may be taken out of the country for overseas study and analysis under cap.39(7). The conditions for the return of the following materials are:

(Specify artefacts/specimens/other materials and conditions for return)

The Researcher has either

- (a) provided a letter from the institution to which they are affiliated guaranteeing the researcher's compliance with the above conditions, or
- (b) provided a retrievable deposit of 40 000 vatu to ensure their compliance with these conditions.

(5) The Researcher will be responsible for the translation of a publication in a language other than a vernacular language or one of the three national languages of Vanuatu into a vernacular or one of the national languages, preferably the one used in education in the local community. They will also make the information in all products of research, subject to copyright restrictions, accessible to the local community through such means as audio cassettes or copies of recorded information, preferably in the vernacular. The Researcher will also submit an interim report of not less than 2000 words no later than 6 months after the research period has ended giving a reasonable precis of their work. This will be in one of the national languages and in 'layman's terms' so as to be of general use to all citizens.

(6) There will be maximum involvement of indigenous scholars, students and members of the community in research, full recognition of their collaboration, and training to enable their further contribution to country and community. The Council nominates the following individuals to be involved in research and/or trained, in the following capacities:

(7) A product of immediate benefit and use to the local community will be provided by the Researcher no later than 6 months after termination of the research period. This product is:

(8) In addition to their research work, the Researcher will, as a service to the nation of Vanuatu, undertake to : (section 8.3 of the Cultural Research Policy suggests possible services of benefit to the nation)

(9) In undertaking research the Researcher will:

a) recognise the rights of people being studied, including the right not to be studied, to privacy, to anonymity, and to confidentiality;

b) recognise the primary right of informants and suppliers of data and materials to the knowledge and use of that information and material, and respect traditional copyrights, which always remain with the local community;

c) assume a responsibility to make the subjects in research fully aware of their rights and the nature of the research and their involvement in it;

d) respect local customs and values and carry out research in a manner consistent with these;

e) contribute to the interests of the local community in whatever ways possible so as to maximise the return to the community for their cooperation in the research work;

f) recognise their continuing obligations to the local community after the completion of field work, including returning materials as desired and providing support and continuing concern.

(10) In all cases where information or material data is obtained by the Researcher, the Researcher has the responsibility to make his/her informant(s) fully aware of their rights and obligations, and those of the Researcher, in the transmission of this information. In particular, it is the obligation of the Researcher to:

a) ensure the informant(s) have given their Prior Informed Consent to provide this information for the purposes of the research project ;

b) record full details as to the extent to which this information can be transmitted to other people and to publish or otherwise disseminate this information only in accordance with these disclosure details given by the informant(s) ;

c) properly acknowledge and attribute this information to the informant(s) in all cases where it is recorded, published and/or cited.

(11) A breach of any part of this agreement by the Researcher or a decision by the local community that it no longer wishes to be involved in the research venture will result in the termination of the research project.

(12) (Additional clauses/conditions) (This section will detail commercial ventures, extra costs incurred by the Cultural Centre, etc.)

Signed :

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The Researcher

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On behalf of the National Cultural Council.