

**GENERAL AGREEMENT FOR COOPERATION
BETWEEN
THE ASSOCIATION "TE PŪ 'ĀTITI'A"
AND
THE UNIVERSITY OF CALIFORNIA BERKELEY
November 2008**

THIS AGREEMENT, made and entered into this day by and between THE ASSOCIATION "TE PŪ 'ĀTITI'A", hereinafter called « the Association » and THE UNIVERSITY OF CALIFORNIA BERKELEY on behalf of its RICHARD B. GUMP SOUTH PACIFIC RESEARCH STATION on Moorea, hereinafter called « the University ».

WITNESSETH

WHEREAS in its priority of disseminating traditional knowledge, the Association has defined the acquisition, preservation and teaching of traditional practices, particularly as these apply to the conservation and the appreciation of natural and cultural heritage among the children and young people of Moorea, and

WHEREAS, the University has a defined mission which is expressed by the goals of the Gump Station and its Atitia Center as:

1. To understand the interaction of physical, biological, and cultural processes in the construction and maintenance of biological and cultural communities.
2. To determine how biodiversity was managed in the past, and how it might be restored and conserved in the future.
3. To combine Polynesian (traditional) and western (scientific) knowledge into an integrated pedagogical framework
4. To disseminate this knowledge to local communities that they might maximize their long-term well being in an increasingly global society.

WHEREAS the University, through its Richard B. Gump South Pacific Research Station has been involved in education and research in French Polynesia since 1985, and has contributed to the knowledge, protection and preservation of Moorea's natural and cultural patrimony.

NOW THEREFORE in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for good and valuable consideration, the parties, hereto hereby agree as follows:

Article 1: OBJECTIVES

The agreement has been prepared in order to define conditions under which the Association and the University will join efforts to achieve common objectives in research, conservation, and education, relating to the natural and cultural heritage of Moorea.

Article 2: AREAS OF COOPERATION

Cooperation will take place in the following areas:

Compilation of scientific and traditional knowledge of Moorea's terrestrial, aquatic, and marine ecosystems

Documentation and preservation of the ancestral heritage and culture of Moorea

Integration of the scientific method and traditional practices to generate new insights concerning the management, restoration and conservation of Moorea's natural and cultural patrimony

Dissemination of Polynesia's scientific and traditional knowledge to communities in Polynesia, California, and the rest of the world via the Internet

Article 3: FORMS OF COOPERATION

Cooperation between the Association and the University can take the following forms:

- Exchanges of information (with appropriate recognition being given to the author of the knowledge in any publications);
- Cooperation of the University faculty and students with members of the Association in mutually defined educational projects,
- Mutual logistical support during ongoing educational programs;
- Exchange in training and technical assistance of personal between the University and the Association to execute educational programs of common interest, and the establishment of joint seminars and workshops.

Article X: ATITIA CENTER: SITE OF ACTIVITIES

The Association will organize and conduct programs consistent with this agreement at the site designated for such activities on the University's property in Moorea: the Gump Station's Atitia Center. The Association is responsible for ensuring that all of its activities at the Atitia Center conform to local laws and regulations and that those persons, companies, and organizations involved have sufficient insurance. The Association assumes all responsibility for the activities it organizes and the University will not be held liable.

The University owns the land and remains entirely responsible for the construction and maintenance of all buildings on the property.

Article 4: MEANS OF IMPLEMENTATION

This agreement shall become effective upon execution, however specific secondary agreements shall be signed by the parties to this agreement representing the University and the Association with respect to certain educational projects which shall be documented as amendments to this agreement.

Individually or together, the parties shall seek funding for their joint programs.

Article 5: USE OF RESULTS

Each specific agreement for each program will define the results obtained:

- intellectual propriety rights,
- modalities of use and joint publications.

Article 6: DURATION - TERMINATION

This Agreement will become effective upon execution and shall remain in effect for five years from the date of execution. It may be terminated earlier by either party by giving ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives as for the date first above written.

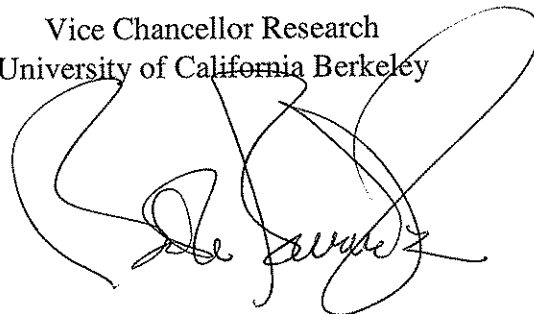
Made in two original copies, with one version in English and one in French

The President of the Association
Te Pū 'Ātiti'a



Hinano TEAVAI MURPHY

Vice Chancellor Research
University of California Berkeley



Beth BURNSIDE