



PRESIDENCE

POLYNESIE FRANÇAISE

AGREEMENT N°

/ PR of

24 OCT. 2007

17.0879

**AGREEMENT**

**FOR COOPERATION BETWEEN FRENCH POLYNESIA AND THE  
REGENTS OF THE UNIVERSITY OF CALIFORNIA**

HEREINAFTER THE  
« UNIVERSITY »

**THE UNIVERSITY**

DURATION

**4 YEARS**

**IMPUTATIONS BUDGETAIRES**

CHAPITRE	ARTICLE	N° AP	N° AAP	MONTANT TTC

DATE OF  
APPROBATION

**24 OCT. 2007**



AGREEMENT N° **7.0879** / PR of **24 OCT. 2007**

for cooperation between French Polynesia and the Regents of  
the University of California

In view of the organic law n°2004-192 of the 27<sup>th</sup> of February 2004, concerning the self government status of French Polynesia and the law n°2004-193 of the 27<sup>th</sup> of February 2004 completing the self government status of French Polynesia;

In view of the decree n°3017/PR of the 18<sup>th</sup> of September 2007, appointing the Vice president and the others ministers of the Government of French Polynesia and defining their responsibilities;

In view of the general agreement n°992718 of the 6<sup>th</sup> of September 1999 between the territory of French Polynesia and the Regents of the University of California ;

**BETWEEN :**

French Polynesia, represented by its President, Mr. Oscar Manutahi TEMARU, hereinafter  
“French Polynesia”

**AND :**

The Regents of the University of California , on behalf of the Vice Chancellor for Research and the Richard B. Gump South Pacific Biological Research Station on Moorea, hereinafter the  
« University »,

**WITNESSETH :**

WHEREAS in its priorities of social, cultural and economic development, French Polynesia has defined the acquisition, application and dissemination of scientific knowledge, particularly as it applies to the management, the conservation, and the appreciation of its natural and cultural heritage, and

WHEREAS, the University has a defined mission which is expressed by the goals of the Vice Chancellor for Research and those of the Gump Biological Station as:

- 1) engaging in teaching and basic research in the areas of terrestrial and marine biology, geomorphology, geology, and anthropology, as well as in applied research such as agriculture, aquaculture, and forest management,
- 2) evaluating the complex interactions between the natural environment and society that will lead to conservation of tropical islands and promote the sustainable utilization of natural resources, and
- 3) serving the public by transferring research findings to society, and

WHEREAS the University's R. B. Gump South Pacific Research Station has been involved in research in French Polynesia since 1985 and is registered under the TAHITI number 179978.001; it has given technical assistance to French Polynesia in agriculture, the environment and archeology, thereby contributing to the knowledge, protection and preservation of the French Polynesia's natural and cultural heritage.

## IT IS DECREED AND AGREED AS FOLLOWS:

### Article 1. - Objectives

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

### Article 2. - Areas of cooperation

Cooperation will take place in the following areas:

- Studies of terrestrial, aquatic, and marine ecosystems, with particular attention to the coral reef/lagoon system, by using the methods and techniques of botany, entomology, zoology, and forest management as well as those employed in geomorphology, geology, soil science and meteorology.
- Research on the cultural heritage of French Polynesia using archeological and anthropological approaches
- Training in research and scientific outreach.

### Article 3. - Advisory board

To organize the cooperation, an advisory board is created: the Joint Consultative Committee. The role of the committee is to:

- identify priorities for scientific cooperation
- determine operations in which the University could help French Polynesia
- review, monitor and evaluate actions in course
- propose any eventual modification of those actions

The joint steering committee, which will meet at least annually and any other time as necessary, is composed of three permanent members representing French Polynesia and three representing the University. Each party will be able to invite experts of their choice to the Joint Consultative Committee.

The consultative meetings will produce minutes and a statement of decisions signed by the parties.

For the purpose of monitoring cooperation, the leaders of cooperative programs or the technical committees formed in specific agreements will submit scientific reports summarizing their activities to the consultative committee.

### Article 4. - Forms of cooperation

Cooperation between French Polynesia, its affiliated establishments and the University can take the following forms:

- Exchanges of information concerning the status of research and development in each scientific field;
- Cooperation of University faculty and students with the personnel of French Polynesia in mutually defined educational and research projects,
- Mutual logistical support during ongoing research and educational programs (use of infrastructure and equipment...);
- Exchange of personnel between the University and French Polynesia, for training and technical assistance, to execute research and educational programs of common interest, and the establishment of joint seminars and workshops.

#### **Article 5. - Means of implementation**

This execution of this policy of cooperation will proceed through specific secondary agreements between the University and French Polynesia or its public establishments concerned with each field identified by the Joint Consultative Committee.

Each specific agreement will define for each type of action the rules of industrial or intellectual property rights applicable to the results of the program, as well as the modalities for publishing results.

Finally, French Polynesia and the University will seek, individually or together, the funding necessary to support the cooperative programs.

#### **Article 6. - Terms of funding**

It is the policy of French Polynesia not to pay indirect costs on cooperative projects that it funds with the University. The University agrees to waive the usual 53 % (the current rate) of direct costs that it charges for overhead costs on all projects or parts thereof administered by the Gump Station and funded by French Polynesia. Thus the University will contribute financially to all such programs at the equivalent rate of 53 % of the direct costs of the program or part thereof funded by French Polynesia.

French Polynesia will grant full exoneration of all eligible customs duties on equipment, supplies, and materials imported by the University to French Polynesia for the purposes of or to support research and educational programs carried out at or administered by the Gump Station.

#### **Article 7. - Insurance and responsibilities**

University shall defend, indemnify, and hold French Polynesia, their officers, employees and agents harmless, from and against any and all liability, loss, expense (including reasonable attorney's fees or claims for injury or damages arising out of the performance of this agreement) but only in proportion to and to the extent such liability, loss, expense are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, employees, or students under its supervision.

French Polynesia shall defend, indemnify, and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees or claims for injury or damages arising out of the performance of this Agreement) but only in proportion to and to the extent such liability, loss, expense are caused by or result from the negligent or intentional acts or omissions of French Polynesia, its officers, agents or employees.

#### **Article 8. - Settling of disputes**

In case of difficulties in the interpretation or the execution of the current convention, French Polynesia and the University will seek an amicable solution through the consultative committee.

#### **Article 9. - Choice of domicile**

For the present agreement, the parties are located at :

##### **Présidence de la Polynésie française**

B.P. 2551 , 98713 Papeete – TAHITI, Polynésie française – caserne Broche, Avenue Bruat

Tél. : (689) 47 20 00, Fax. : (689) 43 15 62

Email : [capr@presidence.pf](mailto:capr@presidence.pf) - <http://www.presidence.pf>

##### **Ministère de l'Éducation, de l'Enseignement supérieur et de la Recherche**

B.P. 2551 , 98713 Papeete – TAHITI, Polynésie française – Bâtiment administratif, Avenue Bruat

Tél. : (689) 47 24 40, Fax. : (689) 85 57 77

Email : [secretariat@education.min.gov.pf](mailto:secretariat@education.min.gov.pf) - <http://www.education.gov.pf>

**Université de Californie Berkeley**  
200 California Hall – Berkeley, CA 94720 – 1500 – Etats Unis  
Tél. : 00 33 (510) 642-7464  
[www.berkeley.edu](http://www.berkeley.edu)

**Station de recherche Richard B. Gump**  
B.P. 244 Maharepa – MOOREA, Polynésie française  
Tél. : (689) 56 13 74, Fax. : (689) 56 32 72

**Article 10. - Duration, registration, number of original copies**

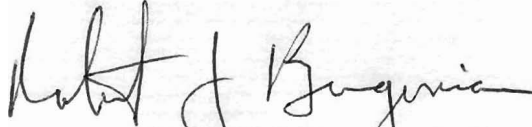
This Agreement will become effective upon the day of signature for a period of 4 years in four original copies (three for French Polynesia, 1 for the University). It may be terminated earlier by either party by giving 90 days written recorded-delivery notice to the other party.

Berkeley, the 18<sup>th</sup> of October 2007

Papeete, the

**24 OCT. 2007**

For the University of California  
The Chancellor<sup>1</sup>

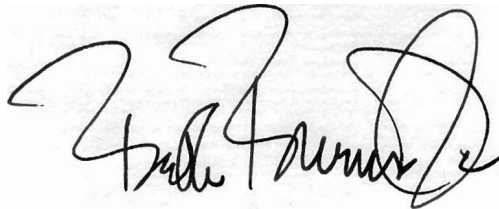
  
**Robert J. BIRGENEAU**

The President  
of French Polynesia


  
**Oscar Manutahi TEMARU**



The Vice-Chancellor for Research<sup>2</sup>

  
**Beth BURNSIDE**

The minister  
for education,  
high education  
and research

  
**Jean-Marius RAAPOTO**

<sup>1</sup> Mention manuscrite « lue et approuvée » avant signature

<sup>2</sup> Mention manuscrite « lue et approuvée » avant signature