

In charge of promoting Polynesian languages AGREEMENT NO. / PR dated

AGREEMENT  
ON IMPLEMENTING THE "STUDY OF MICROBIAL BIODIVERSITY  
IN THE SOUTH PACIFIC REGION" RESEARCH CAMPAIGN LED BY  
MR. CRAIG VENTER

INSTITUTE	INSTITUTE FOR BIOLOGICAL ENERGY ALTERNATIVES
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COMPLETION TIME	ONE (1) YEAR
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APPROVAL DATE	
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[two sets of initials]

[two sets of initials]

PRESIDENCY

FRENCH POLYNESIA

AGREEMENT NO. / PR dated

On implementing the "Study of Microbial Biodiversity  
in the South Pacific Region" research campaign led by  
Mr. Craig VENTER

WHEREAS Constitutive Act No. 2004-192 of February 27<sup>th</sup> [2004] granting autonomous status to French Polynesia, along with Act No. 2004-193 of February 27<sup>th</sup> 2004 completing the autonomous status of French Polynesia;

WHEREAS Order No. 2435/PR of November 3<sup>rd</sup> 2003 nominating the vice-president and other ministers of the government of French Polynesia;

WHEREAS the agreement on biological diversity adopted in Rio de Janeiro on May 22<sup>nd</sup> 1992;

WHEREAS the South Pacific wildlife protection agreement signed in Apia on June 12<sup>th</sup> 1976;

WHEREAS the agreement on protecting natural resources and the environment in the South Pacific region signed in Nouméa on November 24<sup>th</sup> 1986;

WHEREAS French Polynesia's regulations on protecting biodiversity, specifically Resolution No. 95-257/AT of December 14<sup>th</sup> 1995, concerning wildlife protection.

**BETWEEN**

(1) French Polynesia, represented by the president of French Polynesia, Mister Gaston FLOSSE, hereinafter referred to as "French Polynesia,"

**AND**

(2) The Institute of Biological Energy Alternatives, represented by its president, J. Craig VENTER, hereinafter referred to as "the Institute,"

**WHEREAS IT HAS ALREADY BEEN STATED THAT:**

French Polynesia is rich in animal and plant species that are as yet little known and whose components may prove to possess advantageous biological activity. This natural bounty may represent a major asset for French Polynesia's economic development.

The Institute is leading a program for taking an ecological inventory of microbial biodiversity in the South Pacific region. The program aims to characterize microbial diversity in coastal waters and to discover interactions between groups of microorganisms as well as their overall importance.

**NOW THEREFORE IT IS HEREBY AGREED as follows:**

[two sets of initials]

## **Section 1. – Goal:**

The goal of the present agreement is to define, in French Polynesia, the terms of sampling and collecting natural species, as well as those for the Institute's study of the samples' composition and microbial diversity.

It also has the goal of returning to French Polynesia the results obtained and knowledge acquired during the implementation of this program.

## **Section 2. – Reports**

No later than December 31<sup>st</sup> 2004, the Institute shall send French Polynesia a progress report on research conducted on species harvested under the conditions set forth in the present agreement. This report shall be submitted together with the documents it is based on.

## **Section 3. – Harvesting Terms**

### **3.1 – Geographical Scope**

The Institute agrees to collect within the areas defined in the program requirements attached to this agreement, except for Motane Island, which is a protected natural area. It agrees to inform French Polynesia of and to obtain its approval for any new prospective collection areas; this must occur two months before the campaign is launched.

### **3.2 – Harvested Species**

The sampling protocols are specified in the program requirements attached to the present agreement.

The list and quantity of the samples shall be sent to French Polynesia no later than three months after the scientific campaign ends. Only non-protected species will be harvested.

The list and quantity of the collected species shall be sent to French Polynesia as soon as they are identified, no later than one year after the scientific campaign ends.

## **Section 4. – Responsibilities and Conditions**

The Institute shall be responsible for the travel and housing expenses of its personnel and their collaborators. At its own expense, it will handle the shipping costs for the samples along with operations associated with identifying and characterizing the harvested species.

For the execution of this program, the Institute agrees to adhere to all of the agreements, laws, and regulations applicable in French Polynesia, in particular those relating to biodiversity and protection of nature and species of animals and plants.

## **Section 5. – Valuation of the Results – Publications**

The Institute agrees, prior to any publication or communication relating to the organisms harvested under the present agreement, to duly inform the parties and to obtain the consent of French Polynesia.

It also agrees, in the publications or communications addressed in the first paragraph:

- to mention the Polynesian origin of these products;
- to refer to the present agreement.
- No protection technique of the results considered to be used under the intellectual property shall be introduced prior to concluding an additional clause to the present agreement that defines each right of the parties.

## Section 6. – Liability – Insurance

Under common law, the parties shall assume all the consequences of their incurred legal liability towards third parties and their assigns regarding any bodily harm and material damage done to third parties by their personnel or their property, as well as by the personnel or property under their management or care.

## Section 7. – Election of Domicile

For the present agreement, the parties elect domicile at:

Department  
of Culture,  
Higher Education, and Research  
IN CHARGE OF PROMOTING POLYNESIAN LANGUAGES

B.P. 2551, 98713 Papeete – TAHITI – French Polynesia

Rue des Poilus Tahitiens, building opposite the CESC (2<sup>nd</sup> floor), Papeete  
Tel.: (689) 50 15 01, Fax: (689) 42 42 85, Email: [secretariat.mce@culture.gov.pf](mailto:secretariat.mce@culture.gov.pf),  
<http://www.culture.gov.pf>

Institute for biological Energy Alternatives  
1901 Research Blvd, Rockville, MD 20850  
USA

## Section 8. – Termination

The present agreement may be terminated *ipso jure* by one of the parties in case the other party fails to execute one or several of the obligations contained in its various clauses. This termination shall only come into force once three (3) months have elapsed after the complainant, via registered letter with return receipt requested, has sent a letter explaining the grounds for the complaint, unless the defaulting party, within this time period, fulfills his obligations or produces proof that he has been prevented from doing so due to an act of God. Exercising this option to terminate does not waive the defaulting party's requirement to fulfill the contracted obligations up to the date at which the termination comes into effect, without prejudice to damages that the complainant may experience due to the anticipated termination of the agreement.

## Section 9. – Settlement of Disputes

If the present agreement is terminated before its term, the Institute agrees to provide a report summarizing all of the actions undertaken in the context of the research program until the time of termination. For lawsuit settlement, in case of termination, French Polynesia or its representative and the Institute will jointly draw up a status report on the work performed.

In case of difficulties in interpreting or applying the present cooperative agreement, the parties shall seek an amicable solution prior to resorting to the competent administrative jurisdiction.

**Section 10. – Term of the Contract, Registration, Number of Copies**

The present agreement is established, as of the day it is signed, for a period of one (1) year in three (3) original copies, along with an attached document. It may be terminated at any time by registered letter, return receipt requested, provided that a three-month advance notice is given. It is exempt from any stamp taxes and recording fees.

Done in Papeete on

For the Institute

For French Polynesia

The President

The President of French Polynesia

[signature]

**J. Craig VENTER**

**Gaston FLOSSE**

The Department of Culture,  
Higher Education,  
and Research  
*In charge of promoting  
Polynesian languages*

[illegible stamp] [signature]  
**Louise PELTZER**

CDE Stamp:



In charge of promoting Polynesian languages

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Agreement No.:

[two sets of initials] 2/4

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The President

The President of French Polynesia

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**J. Craig VENTER**

**Gaston FLOSSE**

The Department of Culture,  
Higher Education,  
and Research  
*In charge of promoting  
Polynesian languages*

[illegible stamp] [signature]  
**Louise PELTZER**

CDE Stamp:

