

MEMORANDUM OF UNDERSTANDING

Between  
THE DEPARTMENT OF MARINE SCIENCES (DMS)  
OF THE UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ (UPRM)  
and  
THE CARIBBEAN CORAL REEF INSTITUTE (CCRI)  
OF THE UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ  
(Hereinafter referred as the "Parties")

WHEREAS, the CCRI results from the growing relationship between NOAA and the DMS researchers through previous programs such as "Coral Reef Ecosystem Studies" (CRES) and "Coral Reef Research in Puerto Rico", and that CCRI officially replaces the previously Center for Integrated Coral Reef Studies (CICoRS) established under the CRES Program; and

WHEREAS, the CCRI will house new research programs associated with the DMS, such as "Deep CRES" and "Characterization of Shallow and Deep Coral Reefs of Vieques, Puerto Rico"; and

WHEREAS, the Parties, as divisions within the Faculty of Arts and Sciences, University of Puerto Rico, Mayagüez Campus, have in common the mission to conduct research on coral reef ecosystems, promote scientific training, disseminate information and contribute to the better utilization of associated marine resources; and

WHEREAS, the Parties have extensive experience in the above activities and have complimentary facilities and capacities to direct to these activities; and

WHEREAS, the Parties recognize the significant mutual benefits to be derived from jointly pursuing any research, monitoring, dissemination and associated activities to improve conservation and sustained utilization of coral reef ecosystems in the United States and Caribbean region;

NOW THEREFORE, the Parties express their desire to promote further collaboration through this mechanism. Administrative arrangements intended to carry out this stated goal include, but are not limited to, the following components:

ARTICLE I. Office Space

The DMS will provide the CCRI with office space in Mayagüez and at Isla Magueyes at no charge whatsoever. Titular authority over this space will remain with the DMS, University of Puerto Rico at Mayagüez. The space in Mayagüez includes room F-435. The expected use of the F-311 and F-312 will remain pending until the area becomes available again after the relocation of the offices of the Dean of the Faculty of Arts and Sciences. The DMS will provide initial furnishing for the space in Mayagüez from existing surplus, as available. At Isla Magueyes, the CCRI will occupy the space constructed under the NOAA CRES grant, which

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corresponds to the second-floor extension of the main building, including office space, conference room and GIS/computer laboratory. Furnishing of the space on Isla Magueyes is the responsibility of both the CRES and CCRI programs, although space allocation and control will be the responsibility of CCRI. All "routine maintenance" for space occupied by CCRI in both Mayagüez and Isla Magueyes will be provided by the DMS. "Routine maintenance" is defined as a degree of maintenance equal to other buildings for which the DMS has responsibility, and will include but not be limited to costs for cleaning, waste removal, replacement of light-bulbs and repairs due to natural wear, or natural or anthropogenic events beyond the control of the CCRI. In the event that the CCRI, for whatever reason, is dissolved, usage of the CCRI space in will revert to DMS, but the space located at Magueyes will be assigned to the CCRI Principal Investigator and associated CCRI researchers.

#### ARTICLE II. Telephone Lines

The Parties recognize that the telephone switchboard capacity at Isla Magueyes needs expansion, and that the Office of Institutional Research and Planning is the sole decision-maker-body authorized to assess and resolve matters of this nature at Isla Magueyes. The DMS will request a meeting so that a decision is made on whether to expand the present board or buy a new one. Given that a switchboard upgrade is made, the DMS agrees to share its switchboard, including the personnel, maintenance, as well as all aspects deemed necessary for its operation. In exchange, the CCRI is willing to contribute with an annual donation for the access, if necessary, commensurate with actual costs. However, the CCRI has the option of getting its own external, and additional, telephone lines (subject to approval by the Institutional Committee). The CCRI is responsible for all costs resulting from use of external telephones.

The Parties recognize that major upgrades are needed in the Mayagüez building. Until such time that these occur, the DMS is willing to provide access to CCRI to its fax machine, to an extension phone for room F-435 as available, and the extension in room F-434 for the time that CCRI occupies that room. At current levels of use, CCRI's telephone access will be covered as other DMS extensions.

#### ARTICLE III. Internet Access.

As the CCRI facilities at Isla Magueyes will be under the DMS, they will have full Internet access within the system serving the island. In Mayagüez, the DMS agrees to provide CCRI with IP addresses from its reserved block.

#### ARTICLE IV. Equipment transfer

As CCRI replaces CICoRS and will house the Deep CRES program, such equipment obtained under the CRES program and needed for Deep CRES grant is therefore transferred to the CCRI. This includes but is not limited to: the boat Tiburón, diving equipment, buoys and anchors, computers and office equipment used by the administrative staff and other miscellaneous items. In the event that the CCRI, for whatever reason, is dissolved, usage of the CCRI equipment and materials will be assigned to the CCRI Principal Investigator and associated CCRI researchers.

#### ARTICLE V. Docking Privileges and Boat Maintenance

The DMS will allow the CCRI boat(s), with UPRM Property Numbers, to be docked at Isla Magueyes without charge. The DMS agrees that boat and engine maintenance, insurance service and fueling will be handled through normal UPR/DMS procedures and staff. For routine boat and engine maintenance, CCRI will allot an annual sum consonant with expenses (initially estimated at more than \$1,000 but less than \$2,000 per year). Additional costs related to undue damage to the boat and/or engines will be incurred by the CCRI. For insurance purposes, usage of the CCRI boats will be covered by a written "boat usage protocol" (see Article V). Any trailer acquired by CCRI for the purposes of boat maintenance and transport will be maintained by the DMS within the terms above. The DMS may use the trailer for maintaining and transporting DMS vessels, but scheduling will depend on availability, in coordination with CCRI.

#### ARTICLE VI. Vessel Usage

The CCRI agrees that routine usage of the CCRI boat(s) under Article IV will be limited to CCRI activities and post CCRI coral reef and fisheries work. The CCRI or subsequent related funded projects will consider petitions for the use of the boat(s) by DMS personnel as warranted by need and availability, but damages resulting from such use are the responsibility of the individual user. Additionally, the CCRI will consider petitions for the use of the boat(s) by non-CCRI, non-DMS individuals or institutions, but under such cases donations from the users will be requested for all expenses for the use, maintenance, fueling and staffing of the boat. The DMS agrees to deposit such donated funds into the DMS Small Boat Account (3-50002), and use them, as first priority, for the maintenance of the CCRI boat, and that 50 % of the sum of such donations will be subtracted from the funds otherwise provided by CCRI for maintenance, etc. under Article IV. In the event that the CCRI, for whatever reason, is dissolved, usage of the CCRI vessels will be assigned to the CCRI Principal Investigator and associated CCRI researchers.

#### ARTICLE VII. Diving Operations and Facilities

The CCRI diving activities will be conducted under the normal auspices of the DMS Diving Program. Non-DMS CCRI investigators will be bound to follow DMS/UPRM regulations as visitors. The DMS Director of Underwater Activities must authorize diving activities for non-DMS CCRI investigators.

The CCRI will upgrade the dive locker facilities of the DMS on Isla Magueyes (pending timely approval by the Office of Institutional Research and Planning) in support of an anticipated increase in use due to CCRI activities. Distribution of space will be determined by CCRI in collaboration with the DMS Director according to the needs of the researchers and the needs of DMS. The DMS agrees to accept and maintain these facilities and that all DMS dive facilities will be made available for all CCRI activities and investigators following normal DMS procedures concerning the use of such facilities and concerning dive safety. In the event that the CCRI, for whatever reason, is dissolved, usage of the CCRI diving facilities will be assigned to the CCRI Principal Investigator and associated CCRI researchers.

ARTICLE VIII. Portable Air Compressor

The CCRI will collaborate with the DMS in the maintenance of a portable air compressor, with a one time contribution of \$1,000 that will be used and maintained by the DMS. Use of the compressor is covered under Article VI. In case of scheduling conflicts, however, priority use should be given to CCRI activities.


ARTICLE IX. Mail Facilities

On the Mayagüez Campus, the CCRI will be allowed to use the internal and external mailing facilities of the DMS, which includes postage meter use and messenger service. For the CCRI facilities at Isla Magueyes, the CCRI will maintain its own P.O. Box in La Parguera. The Parties will mutually assist each other, as available, in the transport of mail between Mayagüez and Isla Magueyes.

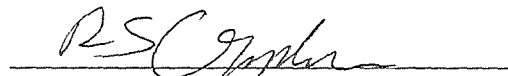
ARTICLE X. Modifications

Any modifications to this Memorandum of Understanding must be mutually agreed upon in writing by both parties, represented by the DMS Director and the CCRI Executive Director.

Agreed in Mayagüez, Puerto Rico this 24 day of April, 2007.



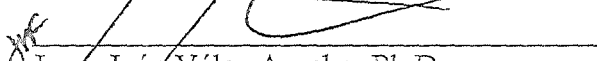
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