

MEMORANDUM OF UNDERSTANDING
Among the

COMMONWEALTH OF PUERTO RICO
Department of Natural and Environmental Resources
And

COMMONWEALTH OF PUERTO RICO
University of Puerto Rico
Department of Marine Sciences

For

THE CONTROL OF THE INTRODUCED CUBAN IGUANA POPULATION

This Memorandum of Understanding (MOU) is made and entered into by and among the Commonwealth of Puerto Rico Department of Natural and Environmental Resources (hereinafter referred to as PRDNER) and the Department of Marine Sciences of The University of Puerto Rico (hereinafter referred to as DMS). Collectively, the parties to this MOU will be referred to as Cooperators.

I. PURPOSE

- A. The Exotic Cuban Iguana (*Cyclura nubila*) was introduced in the 1960's to the Isla of Magueyes in South West Puerto Rico. This island harbors the Department of Marine Sciences, a Graduate Department dedicated to the education and research of marine environments. Throughout the time, the iguana population has reached extremely high densities have become a nuisance. Students, professors, employes and visitors are frequently harassed, and sometimes bitten by the iguanas, creating an inadequate environment to fulfill the objectives of the DMS.
- B. The Commonwealth of Puerto Rico has strict laws and regulations related to the maintenance, breeding, importation, exportation and capture of exotic species. These are the legal framework behind a public policy aimed to avoid or control the detrimental impact of the introduced species.
- C. This MOU is formulated to establish the guidelines and responsibilities between the DMS and the PRDNER to control the introduced population of Cuban Iguanas in Magueyes.

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II. AUTHORITY

The authority of the Cooperators to enter into this agreement is as follows:

Puerto Rico Department of Natural and Environmental Resources:

Law No. 23 of June 20, 1972

Law No. 133 of July 1, 1975

Law 241 of August 15, 1999

DMS-UPR legal authority

COOPERATORS RESPONSIBILITIES

The PRDNER shall:

Provide technical advices and limited human resources to the implementation of the *C. nubila* control in Magueyes.

At all times indemnify and hold harmless the **DMS**, its officers, employees, servants, agents and assigns from and against any and all claims, injuries, demands, costs, losses, damages, actions, suits and legal proceedings, arising out of work performed by the **PRDNER** pursuant to this **MOU**, except to the extent that such injury, loss or damage is caused or contributed by the willful act or omission or gross negligence of the **DMS**, its officers, employees, servants, agents and assigns.

The DMS shall:

Provide unlimited access to specified PRDNER personnel active in the control program to the Marine Sciences Facilities.

Provide limited human resources to the implementation of the aforementioned control program in Magueyes

9 . At all times indemnify and hold harmless the **PRDNER**, its officers, employees, servants, agents and assigns from and against any and all claims, injuries, demands, costs, losses, damages, actions, suits and legal proceedings arising out of work performed by the **DMS** pursuant to this **MOU**, except to the extent that such injury, loss or damage is caused or contributed by the willful act or omission or gross negligence of the **PRDNER**, its officers, employees, servants, agents and assigns.

Both Parties Shall:

Obtained the required wildlife permit to conduct the proposed activity.

Not divulge information related to the proposed activity without the consent or knowledge of the other party.

Have in effect general liability insurance that includes bodily injury, personal injury, and property damage liability coverage with a combined limit in excess of \$1,000,000 per occurrence.

IV. GOALS AND OBJECTIVES

- A. The long-term goal of the Cooperators to this eliminate the exotic population of the Cuban Iguana from Magueyes an La Pargurera Area.

V. MISCELLANEOUS PROVISIONS

- A. Nothing in this MOU shall require any Cooperator to expend funds which have not been appropriated and administratively allocated for expenditure.
- B. This MOU shall be in effect for a period of five (5) years, beginning on the date on which the last Cooperator affixed its signature hereto.
- C. This MOU may be amended upon the mutual consent of the signatory Cooperators.
- D. Any Cooperator may withdraw from this MOU upon 45 days written notice to the other signatory Cooperating Agencies.

Javier Vélez Arocho
Secretary
Department of Natural and Environmental Resources

Date



Jorge Iván Vélez Arocho
Chancellor
University of Puerto Ricom Mayagüez

2 mayo 2006
Date