

MEMORANDUM OF UNDERSTANDING  
between

COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES

the

~~USDA FOREST SERVICE/INTERNATIONAL INSTITUTE OF TROPICAL  
FORESTRY~~

and the

UNIVERSITY OF PUERTO RICO AT MAYAGUEZ

This MEMORANDUM OF UNDERSTANDING is hereby entered into by and between the Commonwealth of Puerto Rico Department of Natural and Environmental Resources, hereinafter referred to as the PRDNER, the USDA Forest Service (hereinafter referred as the Forest Service, and the University of Puerto Rico at Mayaguez (hereinafter referred as the UPRM). Collectively, the parties to this MOU will referred as Collaborators.

A. PURPOSE: The purpose of this MOU is to facilitate the use of PRDNER, FS, and the UPRM human and financial resources in support of the planning, budget, and development of an International Biodiversity and Sustainable Development Institute. The MOU is formulated to establish a framework for cooperation and participation in the performance of certain tasks prior, during and after the establishment of the Institute on the Toro Negro Insular Forest. This cooperation serves the mutual interest of the parties and the public.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU is formulated to establish a general framework for cooperation and participation among Collaborators to:

1. Promote and support environmentally sound forestry management activities, watershed management strategies, management of land-based sources of pollution pursuing to the Convention for the Protection and Development of the marine environment of the Wider Caribbean Region (Cartagena Convention 1983), capacity building, and transfer of technology in the Wider Caribbean, the United States and Latin America.
2. Offer centralized environmental information management, including data collection, integration and analysis, and develop an international exchange of information for the Wider Caribbean Region, the United States and Latin America
3. To establish a working group composed by the Chief of the DNER's Forest Service, Dr. Edgardo González, the UPRM's Dean for Arts and Sciences, Dr. Moisés Orengo, and the USDA/Forest Service Program Coordinator, Terry Hueth.

The working group will report to the Interagency Committee composed by the Administrator of the Department of Natural and Environmental Resources, Eng. Fernando Vargas Arroyo, the Chancellor of the University of Puerto Rico at Mayaguez, Dr. Jorge I. Vélez Arocho, and the Director of the Forest Service, Dr. Ariel Lugo on the progress of the project. The working group will coordinate functions and services request from the Collaborators.

*Handwritten initials: M, AJ*

C. FOREST SERVICE SHALL:

1. Provide technical assistance and resources to Collaborators during the process. Technical assistance and resources will consists on Field Technicians, Natural Resource Specialists, and any other discipline applicable to the scope of the project.
2. Provide environmental leadership and technical advice on NEPA and Land Management Plan areas.
3. Provide inspections of the facilities as requested.
4. Provide Financial Assistance for the acquisition of resources and materials to improve the transfer of technology.
5. Provide human and financial resources for the maintenance of existing facilities.

D. UPRM SHALL:

1. Provide human resources and leadership on budget initiatives and request within Federal and Non-Federal Sectors.
2. Provide leadership, human resources, technical advice, assistance and products during partnership development opportunities.
3. Pro technical assistance and resources to Collaborators during process. Technical resources will consist on Field Researchers, Field Technicians, and Biologists.
4. Provide human and financial resources for the maintenance of existing facilities.

E. PRDNER SHALL:

1. Provide technical assistance and resources to Collaborators during development process. Technical resources will consist in disciplines such as Field Biology, Managers, Soils and any other environmental discipline as requested.
2. Provide leadership, human resources, technical advice, assistance and products during partnership development opportunities.
3. Provide human and financial resources for the maintenance of existing facilities.
4. Assist other Collaborators in the local government permitting process.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the Forest Service or the Collaborator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRIATION DATE: The instrument is executed as of the date of the last signature and is effective through at which time it will expire unless extended.

5. TERMINATION: Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

6. PRINCIPAL CONTACTS:

PRDNER Project Contact  
Edgardo González, Chief  
DNER Forest Service  
Phone: 787-724-3647/725-9593  
Fax: 787-721-5984  
Email: [sfpr@caribe.net](mailto:sfpr@caribe.net)

Forest Service Project Contact  
Terry Hueth; Program Coordinator  
USDA Forest Service  
Phone: 787-766-5335  
Fax: 787-766-6302  
Email: [thueth@fs.fed.us](mailto:thueth@fs.fed.us)

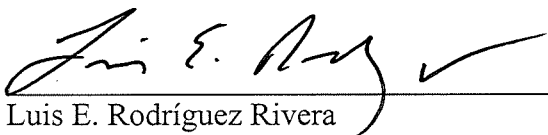
UPRM Project Contact  
Dr. Dimaris Acosta Mercado, Associate Professor  
Phone: 787-832-4040 extension 5427  
Fax: 787-265-3837  
Email: [dacosta@uprm.edu](mailto:dacosta@uprm.edu)

7. NON-FUND OBLIGATION DOCUMENT: This document is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

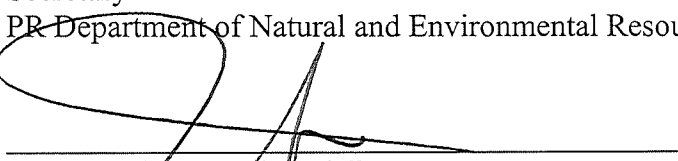
8. Responsibilities of Parties: The collaborators and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out their separate activities in a coordinated and mutually beneficial manner.

9. Establishment of Responsibility: This MOU is not intended to , and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, it's agencies, it's offices, or any person.

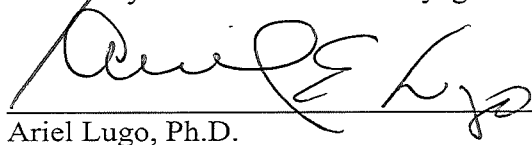
THE PARTIES HERETO have executed this instrument;

  
\_\_\_\_\_  
Luis E. Rodríguez Rivera  
Secretary  
PR Department of Natural and Environmental Resources

28/dic/04  
Date

  
\_\_\_\_\_  
Jorge I. Vélez Arocho, Ph.D.  
Chancellor  
University of Puerto Rico at Mayaguez

28 dic 2004  
Date

  
\_\_\_\_\_  
Ariel Lugo, Ph.D.  
Director  
USDA Forest Service/ITF

28/12/04  
Date