



**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)  
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT)**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN THE**

**PUERTO RICO DEPARTMENT OF HOUSING**

**AND THE**

**PUERTO RICO DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES**

**FOR COLLABORATION AND DATA SHARING**



**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into in San Juan, Puerto Rico, this 29 of October, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, represented herein by its Secretary, William O. Rodríguez Rodríguez, attorney, of legal age, single and resident of Guaynabo, Puerto Rico; and the **PUERTO RICO DEPARTMENT OF NATURAL AND ENVIRONMENTAL RESOURCES (PRDNER)**, under Act No. 23 as of June 20, 1972, as amended, 3 LPRA § 151 *et seq.*, known as Puerto Rico Department of Natural and Environmental Resources Governing Act, represented herein by its Interim Secretary, Roberto A. Méndez Martínez, of legal age, lawyer, married and resident of San Juan, Puerto Rico.

**WHEREAS**, Puerto Rico is frequently impacted by disasters and extreme weather events, including hurricanes, earthquakes, landslides, and flooding, resulting in severe impacts to the residents of Puerto Rico and the loss of life and property;

**WHEREAS**, in September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities, and damaging homes, businesses, and government facilities, thereby triggering the displacement of thousands of residents of the Island from their homes and jobs;

**WHEREAS**, under various public laws, the United States Congress allocated to Puerto Rico both Community Development Block Grant - Disaster Recovery (**CDBG-DR**) and Mitigation (**CDBG-MIT**) funds, and subsequently designated the PRDOH as the grantee and administering entity for these funds;

**WHEREAS**, the CDBG-DR and CDBG-MIT Action Plans identify programs that depend on information, databases, and geodatabases related to the disaster management in the phases of Mitigation, Preparedness, Responses, and Recovery in Puerto Rico;

**WHEREAS**, to address the need for information and data gathering and analysis, the CDBG-DR and CDBG-MIT Action Plans, include the Geospatial Framework (**GeoFrame**) Program, the Risk and Asset Data Collection (**RAD**) Program, and the Mitigation and Adaptation Policy Support (**MAPS**) Program.

**WHEREAS**, the increasing need for precise and detailed spatial data demands heightened levels of information coordination and data sharing among state agencies, municipalities, and other stakeholders;

**WHEREAS**, emergency response, disaster recovery, and mitigation of future shocks and stressors depend on a comprehensive Spatial Data Infrastructure (**SDI**) which is founded on accurate, up-to-date land use and cadastral datasets, which supports data-driven decision-making, and which promotes a deeper

understanding of by citizens, local governments, state and federal agencies, institutions of higher education, and private and not-for-profit organizations of the strengths, weaknesses, opportunities and threats posed by the geospatial landscape;

**WHEREAS**, PRDOH is in need of data related to the bundles of rights of the real estate properties that facilitated the properties ownership validation and verification.

**WHEREAS**, PRDNER owns and administers public asset infrastructure where there is a need of accurate inventory and the identification of formal and informal settlements within the PRDNER properties limits;

**WHEREAS**, the Natural Resources Infrastructure suffered significant damages during the hurricanes Irma and María;

**WHEREAS**, the Natural Infrastructure provides functional values that minimize the effects and damages of natural disaster events such as flood prevention or direct wind impact damages;

**WHEREAS**, the natural resources are an integral part of the economic developments supporting sectors such as tourism, and goods and services;

**WHEREAS**, PRDNER is responsible for public policy and the eminent domain process, providing the Agency with a variety of ownership arrangements that are of special interest to the GeoFrame Program and the RAD Program.

**WHEREAS**, PRDNER is related to the land use planning and permitting process including the matters of coastal zone management, demarcation and drainage of the maritime-terrestrial zone, non-point sources pollutant management, mining and land extraction, underground infrastructure permit process, which are components of an SDI to support the decision-making process.

**WHEREAS**, PRDOH is in the process of developing an SDI and Digital Twin Modeling System supporting tools that not only provide for a standardized digital data repository of the physical, social, economic, and environmental assets in Puerto Rico but also serve as a modeling system that allows for a better understanding of the interactions between the assets and the natural and manmade hazards and risk.

**WHEREAS**, the effective participation of the PRDNER in providing input is important for CDBG-DR and CDBG-MIT Programs such as the GeoFrame and RAD Programs, among other Programs that provide direct service to citizens.

**WHEREAS**, GeoFrame and RAD Programs seek the strengthening of government communication, workflows, and data exchanges that have geographic elements in common.

**WHEREAS**, GeoFrame and RAD Programs will recommend a legal framework that considers the geographic component as part of the elements of integration of the environmental, economic, and social aspects.

**WHEREAS**, the exchange of this information is important for the Programs in the Planning Sector such as the Municipal Recovery Planning (**MRP**) Program, Whole Community Resilience Planning (**WCRP**) Program, and the GeoFrame Program, among other Programs identified in the CDBG-DR Action Plan, as well as programs identified in the CDBG-MIT Action Plan.

**WHEREAS**, the GeoFrame and RAD Programs will develop the Puerto Rico Spatial Data Infrastructure Strategic Plan (**PRSDISP**) that includes physical, social, and economic aspects relevant to the decision-making process related to planning, land use, building permitting, economic development, among others.

**WHEREAS**, the GeoFrame and RAD Programs will develop Puerto Rico Geodatabase 1.0 and Web-based geportal with data access and analysis and visualization tools. This outcome will allow for data access, query, analysis, and visualization for different types of users' roles supporting basic and advanced spatial analysis and operation.

**WHEREAS**, the CDBG-MIT Action Plan indicates that the future resilience of Puerto Rico may rely on rooting the Island's systems in its communities and supporting the development of local resources that don't rely on complex supply chains which have proven to be fragile during disasters. Ensuring that strengthening local solutions, local enterprises, and residents' authority to influence decision-making that empowers them to rebound quickly after a hurricane is emphasized.

**WHEREAS**, PRDOH recognizes the increasing need for a precise and detailed extensive review of Puerto Rico's state and municipal policy and processes, building code, land use plans, and zoning in relation to the Risk Assessment and in consideration of modernized mitigation solutions, green infrastructure, and benefits gained through the utilization and protection of cultural and natural resources.

**WHEREAS**, PRDOH is in need to create programs for the promotion and implementation of land use patterns and policies that prevent the continuance of construction in areas prone to disaster. It is of paramount importance that these construction patterns are not to be repeated in the future.

**WHEREAS**, PRDNER is responsible for implementing public policy of the Government of Puerto Rico related to natural and environmental resources, including landfills and solid waste, recycling and its associated infrastructure, toxic waste, the maritime terrestrial zone, the coastal zone, nature reserves, flora, fauna, endangered species, control of exotic species, water quality, air quality, light pollution, noise pollution, subsoil, and underground storage tanks and injection facilities, and other areas that impact the mitigation process.

**WHEREAS**, the MAPS Program will develop a comprehensive policy analysis that shall consider multi-hazard mitigation policy changes to create a policy framework that increases the adaptive capacity of local jurisdictions and neighborhoods including but not limited to: limiting (regulating) and preventing development in high-hazard areas; adopting or amending existing development regulations in hazard areas; limiting density of development in high hazard areas; strengthening land use regulations to reduce hazard risk; supporting local adoption and enforcement of building code and inspections to help ensure buildings can adequately withstand damage during hazard events; creating local funding mechanisms to leverage resources; utilize incentives and disincentives to promote hazard mitigation.

**WHEREAS**, the exchange of this information, knowledge, and courses of action for the development of the MAPS Program is important to help PRDOH analyze and monitor the MAPS Program Tasks and Activities for the benefits of the CDBG-MIT Program, as well as inform other Programs identified in the CDBG-DR and CDBG-MIT Action Plans.

**WHEREAS**, it is the PRDOH's intention to enter into a Memorandum of Understanding (**MOU**) with the PRDNER to establish procedures by which both parties may exchange data that can be subject to the Personally Identifiable Information, Confidentiality, and Nondisclosure Policy (**PII Policy**), as well as information, knowledge, and courses of actions for the development of MAPS Program.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the PRDNER agree as follows:

#### **SECTION 1: AGREEMENT**

The **PRDOH** and **PRDNER** agree to exchange information and data for the development of the GeoFrame, RAD, and MAPS programs. The information and data shared as the result of this agreement shall be used by each party for the purposes stated herein and shall be subject to all applicable local, state, and federal rules, regulations, and guidelines.

The information and data shared are intended to address unmet recovery needs and mitigation needs of the Commonwealth of Puerto Rico after the effects of Hurricanes Irma and María or support the identification of mitigation activities as described under the CDBG-MIT Action Plan.

Specifically, the data provided to PRDOH, excluding Personally Identifiable Information (**PII**), may be made available to the CDBG-DR and CDBG-MIT Grant Management Entity or outside entities in raw or aggregated format through the CDBG-DR GeoFrame Program and/or other CDBG-DR or CDBG-MIT Programs.

The GeoFrame and RAD Programs are intended to result in a unified, georeferenced land use and cadastral database and spatial data infrastructure, aimed at supporting Puerto Rico's growth towards a Spatially Enabled Society (**SES**). This will be achieved by (i) producing a foundation of high-quality, geo-referenced data and (ii) building an infrastructure of people, policies, software, hardware, and systems, allowing citizens to access and use spatial data to enable evidence-based decision-making.

The MAPS Program will identify and analyze existing rules, laws, regulations, ordinances, and policies that impact hazards, risk, mitigation, and resilience efforts in Puerto Rico, and propose their effective integration and implementation to strengthen their mitigative and resilience impact. It will also support the CDBG-MIT portfolio as a dedicated study of policy, to assess items within the social and governance structure of Puerto Rico that may be contributing to risk and leading to instability within Community Lifelines. Additionally, the Program shall support the ability of state and local agencies to reduce risks and mitigate future damages from hazard events through the recommended implementation of development and activities, laws, regulations, and policies. This support will involve a thorough stakeholder engagement process.

#### **SECTION 2: ROLES**

##### **FOR THE GEOFRAME AND RAD PROGRAMS**

The following parties shall adhere to the agreed-upon and below described activities:

##### **A. PRDOH shall:**

1. Ensure that all terms of this agreement and all local, state or federal laws, rules, regulations, or guidelines, are complied with, including and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a Point of Contact (**POC**) person to facilitate communication and data transfer between the **PRDNER** and the **PRDOH**.

**B. PRDNER shall:**

1. Ensure that all terms of this agreement and all local, state, or federal laws, rules, regulations, or guidelines, are complied with, including and especially, those associated with legal conditions imposed on the protection and use of PII.
2. Ensure that the information, records, and data are shared according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a POC person to facilitate communication and data transfer between the **PRDNER** and the **PRDOH**.
4. Maintain the confidentiality of the information as stated in this MOU and the PII Policy.
5. Only share the information provided by **PRDOH** with the specific **PRDNER** staff who have a "need to know" over the information.
6. Provide to the **PRDOH**, using the best practices for databases and GIS database synchronizations for data transfer, the **PRDNER** GIS databases and the information described in the following datasets:
  - a. Lands owned and administered by the **PRDNER** with information that includes:
    - i. Id of the Property
    - ii. Name of the Property
    - iii. Cadastral number of the Property
    - iv. Legal framework of the Property
      1. Act or Regulation or Management Plan linked to the property.
    - v. Physical Address
    - vi. Land Size
    - vii. Property with informal building
      1. Yes/No
    - viii. Internal workflow on the Land Acquisition and declaration of Natural Reserve.
  - b. Lands under Land Trust or Conservation Easement in favor of **PRDNER**
    - i. Cadastral number of the Property
    - ii. Legal framework of the Property
    - iii. Physical Address
    - iv. Land Size
    - v. Conservation easement deed number
      1. Date.
      2. Restriction or conditions
  - c. Coastal Management boundaries demarcation. (PMZC, for its Spanish acronym)
  - d. Flora and Fauna Inventory
    - i. Including endangered species



- e. Wetland inventory.
  - f. Parks and Natural Reserves
  - g. Public beaches.
  - h. Coastal Barriers
    - i. Coral Reef inventory
  - i. Wells
  - j. Underground tank inventory
  - k. Land extraction permitted land area limit
  - l. Noise regulation map database
  - m. Light pollution regulation map database
  - n. Landfills
    - i. Type
      - 1. Domestic
      - 2. Industrial
      - 3. Hazardous
    - ii. Operator
    - iii. Lifespan
  - o. Recycling management infrastructure
    - i. Recycling Plants
    - ii. Transfer stations
    - iii. Permitted recycling industries
  - p. Environmental quality indicator
    - i. Air quality monitor stations
    - ii. Water quality monitor station
  - q. Other natural resources or environmental quality data that support the Spatial Data Infrastructure and environmental data models.
7. **PRDNER** will support the **PRDOH** GeoFrame and RAD Programs carrying out collaboration activities that include:
- a. **Program Support:**
    - Provide input in the development of the Spatial Data Infrastructure Strategic Plan.
    - Promote the Government adoption of the Spatial Data Infrastructure. Strategic Plan delivered as an outcome of the Program component.
    - Participate in GeoFrame and RAD activities for duration of programs.
  - b. **Support for Outcomes:**
    - Create initial framework for Technical Standards.
    - Provide input on the creation of Data Collection, Metadata, and Security Standards.
    - Provide input to Gap Analysis.



- Provide input to Geodatabase 1.0.

**c. Provision of Data:**

- Share PRDNER Real Estate Management protocols and workflows.
- Contribute to data collection with emphasis on Owned Real Estate.
- Contribute to data creation and integration with the defined SDI and the related natural resources aspects.

**d. Legal and Regulatory Framework:**

- Provide input on the Natural Reserve Declaration protocols.
- Adopt technical standards defined in the Technical Standards Comprehensive Report.
- Review and provide input to data management protocols.
- Adopt data management protocols.
- Analyze existing legal and regulatory frameworks related to the real estate properties, the impacts to the cadastral creation process, and the relation with the title registry.
- Propose new laws, regulations, and/or protocols.
- Adopt Regulations.



**FOR THE MAPS PROGRAM**

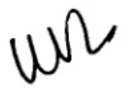
The following parties shall adhere to the agreed-upon and below-described activities:

**A. PRDOH shall:**

1. Ensure that all terms of this agreement comply with all local, state, or federal laws, rules, regulations, or guidelines.
2. Ensure that the information, records, and information are managed according to the written direction of the Nominating Authority as identified in this Agreement.
3. Provide a POC to facilitate communication and information transfer between the **PRDNER** and **PRDOH**.

**B. PRDNER shall:**

1. Ensure that all terms of this agreement and all local, state, or federal laws, rules, regulations, or guidelines, are complied with, including and especially, those associated with the use of policy, building code, land use plans, zoning, and planning and capacity building interventions to enhance local jurisdictional and community ability to prepare and plan for, avoid, absorb, recover from, and more successfully adapt to potential risk from hazardous events.
2. Provide feedback to the policy and regulatory analysis and provide recommendations for new or enhanced procedures or frameworks proposed by PRDOH, Program Vendor(s), and Supporting Entity(ies) in the Analysis Design, Framework, Engagement Processes, and Recommendations.
3. The **PRDNER** will review and provide feedback of the proposed MAPS Program design for the following comprehensive policy



analysis on multi-hazard mitigation policy changes recommended to the legal framework in improving the ability of **PRDOH** and local governments to reduce risks and mitigate future damages from hazard events through the proposed revision, changes or repealing of laws, regulations, policies, and socioeconomic development and activities.

4. The **PRDNER** will provide feedback to the PRDOH, Program Vendor(s), and Supporting Entity(ies) in the Analysis of Existing Conditions, making a revision and analysis of the existing Legal Doctrine and Framework made by Program Vendor(s). This revision will include a Legal and Regulatory Analysis and Scientific and Planning Analysis made by the Program Vendor(s) and reviewed by Supporting Entity(ies).
5. Provide feedback in the development of fiscal impact statements and cost analyses, and identify budgets and funding sources for projects, policies, and programs made by the Program Vendor(s) and the Supporting Entity(ies).
6. Provide a POC to facilitate communication and information transfer between the **PRDNER** and the **PRDOH**.
7. Maintain the confidentiality of the information as stated in this MOU.
8. Support the **PRDOH** MAPS program by carrying out collaboration activities that include:
  - a. **Program Support:**
    - Provide input in the development of the MAPS Program.
    - Promote the Government adoption, identification, and analysis of existing rules, laws, regulations, and policies that impact hazards, risk, mitigation, and resilience on the Island, and propose amendments to strengthen their mitigative and resilience impact.
    - Participate in MAPS Program activities for the duration of the program.
  - b. **Support for Outcomes:**
    - Provide feedback on Municipal and Government of Puerto Rico Policy Framework Analysis and Recommendations made by PRDOH, Program Vendor(s) and Supporting Entity(ies).
    - Provide feedback to PRDOH, Program Vendor(s), and Supporting Entity(ies) on the development of a suite of best practices related to Mitigation Planning, Programs and Projects (Policy Toolbox).
    - Provide feedback to PRDOH, Program Vendor(s), and Supporting Entity(ies) on the development of activities for Planning and Policy Integration and Alignment.
    - Adopt or implement existing regulations.
9. Provide a POC to facilitate communication and information transfer between the **PRDNER** and **PRDOH**.



**SECTION 3: NOMINATING AUTHORITY**

The following officials have been designated by each party as their authorized representatives and, as such, they have the authority to make final decisions related to the use, sharing, or distribution of data to the opposite party, as well as to ensure compliance with the responsibilities of each party under this agreement.

<b>PRDOH</b>	<b>PRDNER</b>
William O. Rodríguez Rodríguez, Esq. Secretary PRDOH  Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918  787-274-2527 Ext. 6403 <a href="mailto:w.rodriguez@vivienda.pr.gov">w.rodriguez@vivienda.pr.gov</a>  Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Roberto A. Méndez Martínez, Esq. Interim Secretary PRDNER  Headquarters: PR-8838, km. 6.3, Sector El Cinco, Río Piedras, San Juan PR  Tel. 787-999-2200 ext. 2104 787-999-2284 <a href="mailto:Robert.mendez@drna.pr.gov">Robert.mendez@drna.pr.gov</a>  Postal address: San José Industrial Park 1375 Ave. Ponce De Leon San Juan PR 00926

**SECTION 4: POC FOR PROGRAMS**

The following parties shall be designated as the POCs responsible for the communication and facilitation of program activities. The POC is not responsible for the interpretation of local, state, or federal rules, regulations, or guidelines, nor is the POC authorized to make decisions related to the use, sharing, or distribution of data to the opposite party.

The parties named below are considered POCs until such time as those parties are no longer employed by their respective agencies. Upon termination of an employment contract by any party, the POC for this MOU reverts to the POC's superior until a new Point of Contact is determined by the Secretary or Director of the relevant Agency.

<b>PRDOH</b>	<b>PRDNER</b>
Carlos R. Olmedo, Esq., LPP Director Planning & Grant Management CDBG-DR Program - PRDOH 787.274.2527 ext. 4292 <a href="mailto:colmedo@vivienda.pr.gov">colmedo@vivienda.pr.gov</a>	Elid R. Ortega Information and Technology Director Tel. 787-999-2200 ext. 5500 <a href="mailto:eortega@drna.pr.gov">eortega@drna.pr.gov</a>

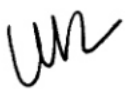
Headquarters: Juan C. Cordero Dávila Building 606 Barbosa Ave. San Juan, PR 00918	Headquarters: PR-8838, km. 6.3, Sector El Cinco, Río Piedras, San Juan PR
Postal address: P.O. Box 21365 San Juan, PR 00928-1365	Postal address: PO Box 366147 San Juan PR 00936-6147

#### SECTION 5: TERM, TERMINATION AND AMENDMENT

- A. This Agreement will take effect when signed by both parties, ending on 28 of October 2033.
- B. This Agreement may only be amended upon written mutual consent of both parties.

#### SECTION 6: PROTECTION OF DATA AND PII

- A. PII refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Non-PII can become PII when, together with additional information that has been publicly available (medium or source notwithstanding), could be used to identify an individual. 2 C.F.R. § 200.79.
- B. All information, records, and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200). The PII Policy can be found in **English** at <https://cdbg-dr.pr.gov/en/download/personally-identifiable-information-confidentiality-and-nondisclosure-policy/> and <https://cdbg-dr.pr.gov/download/politica-sobre-informacion-de-identificacion-personal-confidencialidad-y-no-divulgacion/>.
- C. Any data obtained from the other party may only be used for the purpose established in this MOU. Both parties agree to strictly control the use and retention of any confidential information provided by the other party so that only those personnel who have a need to know have access to such material. No further dissemination or use of material provided under this agreement is authorized without written permission of both parties.
- D. **PRDOH** will refer those who request confidential information provided by **PRDNER** to its POC named in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- E. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), guidelines, or the directives of **PRDOH and PRDNER**. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by **PRDOH and PRDNER** in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.
- F. Both parties agree that PII shall not be used for political purposes.
- G. Both parties agree that all information, records, and data will be transmitted in a secure manner to protect sensitive and PII data. The GeoFrame Program could be matching physical location of land parcels with the transactional event and personal information of owners related to tenure, which is present on the tax forms. Both parties agree that any



computer matching of information, records, and data will be subject to existing federal and state PII requirements, including but not limited to the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).

- H. All information, records, and data, including PII, provided as a result of this Agreement belongs to, and will remain the property of the author. Both parties agree to strictly control the use and retention of any PII provided by the other party such that access to such material is restricted to those personnel who have a need to know. No further dissemination or use of material is authorized without written permission of the relevant party.
- I. The PRDNER will not disclose PII provided by PRDOH with third parties.
- J. PRDOH can provide secure and controlled access to the PRDNER data to third parties acting on PRDOH's behalf as Grant Managers, subrecipients, consultants, contractors, or vendors, with the objective of achieving the goals established in the Action Plan for the use of CDBG-DR or CDBG-MIT funds. These parties are named here:
- a. Municipalities of the Commonwealth of Puerto Rico
  - b. Home PR
  - c. PRDOH CDBG-DR Contractors.
- K. All parties shall prohibit the disclosure of PII to third parties without written consent of the relevant agency. Requests for access to PII shall be referred to the Nominating Authority identified in this Agreement. Each party's responsibility to protect personal and confidential data from unauthorized disclosures will survive the term of this Agreement.
- L. Employees and/or individuals who will handle or have access to PII shall be instructed as to the confidential nature of the information and the criminal or civil repercussions they may face for mishandling sensitive or protected information. All parties shall ensure that all employees/contractors/agents/consultants who have access to PII comply with the CDBG-DR Program PII Policy and with the requirements and regulations included in Part 200 of Title 2 of the Code of Federal Regulations (2 C.F.R. Part 200).
- M. Both parties agree that access credentials should not be shared with unauthorized personnel or employees of the PRDOH or PRDNER.
- N. Both parties shall employ appropriate technical, physical and administrative security measures to protect sensitive information.
- O. Both parties shall prohibit the disclosure of the sensitive information to third parties.
- P. In the event of a suspected or actual security-related incident, a Security Incident Notice must be issued immediately, and sent to the PRDOH CDBG-DR Program Legal Director by e-mail to: [LegalCDBG@vivienda.pr.gov](mailto:LegalCDBG@vivienda.pr.gov); or by postal mail to: CDBG-DR Legal Division, P.O. Box 21365, San Juan, PR 00928-1365; or in person at PRDOH's Headquarters at: CDBG-DR Legal Division, 606 Barbosa Avenue, Juan C. Cordero Davila Building, Río Piedras, P.R. 00918.
- Q. Both parties shall ensure that all employees/contractors/agents/consultants who have access to sensitive information comply with the requirements and regulations regarding the management of sensitive information.

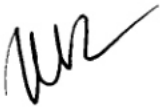
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*[Handwritten initials]*

- R. Both parties shall ensure that individuals with access to sensitive information complete privacy and security training workshops and understand what protection of sensitive information entails.
- S. PRDOH and PRDNER further recognize that the shared information is subject to the rights of audit and inspection of various federal and state agencies and the disclosure of such information may be required by law.

**SECTION 7: GENERAL TERMS**

- A. **PRDNER** shall and hereby agree to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the PRDOH and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the PRDNER in the performance of the efforts called for in this Agreement. This indemnity shall expressly include but is not limited to, the obligation of the PRDNER to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the Subrecipient or otherwise arising in connection with the Subrecipient's breach.
- B. Both parties acknowledge and agree that a breach of the terms of this Section will cause relevant agencies and applicants to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. Both parties further agree that monetary damages may not be a sufficient remedy for any breach of this Section. Accordingly, both parties agree that they shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to them by law, equity, or otherwise.
- C. Either party may terminate this Agreement, in whole or in part, at their sole discretion, with or without cause, at any time. The party will terminate this Agreement by delivering a **ten (10) day** notice of termination; upon receipt of such notice, the receiving party shall immediately discontinue and cease all use of the PII.
- D. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- E. This Agreement will not lead to any fiscal impact on the parties. In addition, both parties recognize that this agreement does not impose any responsibility to financially compensate the other party under any circumstances. Any disbursement of funds that is deemed necessary to implement the objectives of this Agreement, will be individually incurred by each one of the parties and will be their own responsibility to bear.



**SECTION 8: SIGNATURE**

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations.

**PRDOH**

**William O. Rodríguez Rodríguez, Esq.**  
Secretary  
PRDOH

**PRDNER**

**Roberto A. Méndez Martínez, Esq.**  
Acting Secretary  
PRDNER