

2018-000
ELEPHANT AID INTERNATIONAL N/A

Government of PUERTO RICO
Recreation and Sports Department
National Parks Program
SAN JUAN, PUERTO RICO

African female Elephant transfer agreement known as "MUNDI" Zoo DR. JUAN A. RIVERO

Appear

Of the first part: Department of Recreation and Sports of the government of Puerto Rico, restructured under Law No. 8 of January 8, 2004, as amended, represented in this Act by its secretary, Hon. Adriana G. Sánchez Parés, who is of age, single and neighbor of San Juan, Puerto Rico, hereinafter referred to as the "department".

From the second part: Elephant AID INTERNATIONAL (EAI), a non-profit corporation, represented in the present Act by Carol Buckley, located in Attapulgus, Georgia, and which is dedicated to improving the quality of life of the elephants; Hereinafter "EAI".

The parties have the necessary legal capacity to grant this agreement and in such a virtue, freely and voluntarily,

Exposed

First: The Department of the Company of National Parks of Puerto Rico, hereinafter the "Company", was the successor of the Law 107 of July 23, 2014, which creates the program of national Parks of Puerto Rico in the Department of Recreation and Sports.

Second: The ownership of the national parks belonging to the "Company" was transferred to the Department, as established in article 12 of Law 107, supra.

Third: The aforementioned Law 107, article 30 stipulates that "any reference to the National Parks Company in any other law, regulation or official document of the Government of the Commonwealth of Puerto Rico shall be deemed amended for the purposes of Refer to the Puerto Rico National Parks program. "

Fourth: The department owns in full and absolute dominion and manages the facilities that make up the zoo Dr. Juan M. Rivero, which locates in the municipality of Mayagüez, hereinafter the "Zoo".

Fifth: The Organic Law of the Department, supra, authorizes to make those contracts and/or agreements that were necessary in the execution of the ministerial duties, among which it is included to transfer those animals belonging to the zoo, subject to Applicable law provisions, protecting the best interests of the department and the National Park system, as provided in Law 107, supra.

The Department grants this agreement with EAI in consideration of the analysis and recommendations of the Executive Committee appointed by the Honorable

Governor of Puerto Rico, Dr. Ricardo Rosselló Nevados, to assess the conditions and needs of the zoo with The goal of establishing a work plan. Following this analysis, the proposal of EAI was welcomed, by means of which EAI will offer to the female elephant Mundi, henceforth Mundi, an appropriate space to guarantee their well-being in the refuge known as "Elephant Refuge North America (ERNA)", in accordance with the Following: Terms and Conditions

First: The department agrees to donate the female elephant of approximately 34 years of age, known as Mundi to EAI, with the purpose that this can enjoy a natural and eco-friendly habitat, which in turn can interact with other elephants.

Second: EAI accepts the donation and will receive for free Mundi as permanent resident at the ERNA animal shelter located in Attapulgua, Georgia.

Third: The department is responsible for giving Mundi to EAI, who will assume responsibility for the same once it has been secured in a EAI transport vehicle with EAI staff supervision. The delivery will take place at the zoo.

Fourth: The Department shall provide EAI with medical and behavioral reports as well as Mundi health certificates.

Fifth: The department may select one or more of its employees and/or staff who have direct responsibility for the care of Mundi to be escorted on his trip to ERNA.

Sixth: The administration of this contract will fall on the Assistant secretary of the National Parks Program who are responsible for coordinating the operational procedure and logistics for the delivery of Mundi. EAI will provide a cost-free vehicle for the transportation and mobilization of Mundi. The Department shall cooperate with EAI personnel for the preparation of the transport vehicle with not less than one (1) month prior to the agreed date for the transfer. The air transport and the cost of the same will be assumed by EAI.

Seventh: EAI undertakes to guarantee all the conditions necessary to receive and maintain as a permanent resident of Mundi on ERNA. This includes, but is not limited to, food, space, drugs, treatments, and any other requisites necessary to preserve Mundi's life.

Eighth: The Department will cooperate with EAI staff to prepare optimal conditions for the transfer and mobilization process of Mundi.

Ninth: The validity of this agreement will be _____.....

Tenth: EAI will not allow neither he nor his employees, in any way, to harm the image of the department, by means of offensive acts against any person, for the purpose of violating any law of the United States of America, of the Government of Puerto Rico or any Ordinance or resolution of the municipality of Mayagüez. In addition, EAI will comply with federal, state and municipal laws and regulations, applicable regulations and ordinances.

Eleventh: EAI must obtain all necessary permissions, prior to initiating any process of transfer and mobilization of Mundi. This includes, but is not limited to, state or federal regulations on the handling and mobilization of elephants. It will also acquire those policies necessary to cover any risks related to the mobilization of Mundi. Evidence of this insurance must be given to the department's Legal

counsel office, as well as all relevant permission. The same will be made part as annexes of this Agreement.

Twelfth: EAI will be obliged to cover and assume all the risks resulting from its operations, from the date of delivery of Mundi. Likewise, the Department is not responsible for theft or damage suffered in handling the transfer. EAI assumes at the same time the risk or damage caused by natural causes such as flood, rain, drought, squalls, hurricane and/or other damages such as fire and/or malicious damage, without the department having to compensate in any way to EAI for such damages or Losses.

Thirteenth: EAI is obligated to cover with insurance and endorsements in favor of the department, and that have been issued by insurance companies authorized to practice in Puerto Rico, by the Commissioner of Insurance and preferably by an insurance company recognized by A.M. Bests with a "rating" of a-or higher, each and every one of the risks resulting from the performance of its agents, officers, employees, leaders and other persons related to the transaction of the transfer

Fourteenth: The department is, under this contract, relieved by EAI, who assumes all legal and civil responsibility resulting from the activity covered by this agreement. The insurances provided by EAI will cover the following risks, which it assumes, and the

Policies will be issued with an endorsement in favor of the department and the Government of Puerto Rico for the purpose of relieving you of any claim you may brought.

A) Public liability-shall cover any risk arising from the activity covered by this contract, with a minimum of one million dollars (\$1 million) per occurrence. Property damage-one million dollars (\$1 million) per occurrence.

C. Include the department as an additional insured.

D. Provide the "Hold Harmless Agreement" and include as part of the policy that in the event of cancellation the "Company" shall be notified in a term not less than 30 days.

F. The policy must include the "Waiver of surrogacy Rights clause" G) Personal and Advertising

h) Medical expenses

i) Fire Damage

j) "Auto Liability" – if EAI requires a vehicle to access the park.

k) "Products/completed operations"-if EAI as part of its operation will use chemicals (cleaning products, insecticides, etc.)

L) Endorsement indicating the following:

"The limits of this policy shall not be reduced, or the same cancelled without prior written notice to the Department, at least thirty (30) days in advance."

Fifteenth: The insurance policy will be in force at the time of signing this agreement and will be accompanied by certification. EAI does not comply with the

department's requirement for any change in the insurance policy cover, it will be sufficient cause for it to terminate the agreement.

Sixteenth: EAI assumes all risks related to the operation and activities carried out under this agreement, thereby relieving the Department of any claim that may be brought as a result of this agreement. EAI will assume any risk, debt or liability arising in relation to the operations and activities covered by this Agreement, and hereby agrees to indemnify the Department and its officers, agents or employees, for any amount that these Storms obliged to pay as compensation for losses or damages suffered as a result of the operations and activities of EAI, its employees and/or agents.

DECIMASEPTIMA: EAI must ensure with your broker or insurance broker that the policy issued complies with the requirements of this Agreement. In the event of any claim that the policy submitted did not comply with the provisions, EAI will be responsible and obligated to reimburse the Department for any costs incurred as a result of such non-compliance.

DECIMAOCTAVA: The department certifies that no official or employee of the contracting agency or any member of its family unit has directly or indirectly, pecuniary interest, and that no official or employee of the executive branch is interested. Any of the gains or benefits of this agreement pursuant to Law No. 1 of January 3, 2012, Puerto Rico's Government Ethics Act of 2011.

Nineteenth: EAI certifies that the present does not represent, or represent during the validity of this contract, natural or legal persons with interests in conflict with the agency, in accordance with Law No. 1 of January 3, 2012, Law of Governmental ethics of Puerto Rico in 2011.

Twentieth: EAI certifies that he has not been convicted, has not been found guilty or is not aware that he is the subject of investigation of a civil or criminal process in the state or Federal forum, for acts related to a crime against the Treasury, the faith or the public service, or involving funds or public property in any way. It is expressly recognized that this certification is an essential condition of the fulfillment of the contract.

VIGESIMAPRIMERA: In the event that EAI is convicted of a crime against the Treasury, the faith and the public service or that they involve property or public funds whether federal or state, it will imply the resolution of this agreement.

VIGESIMASEGUNDA: The negligence and/or negligent performance of its obligations or the abandonment of these by EAI, will be considered as a violation to this agreement and will be sufficient cause for the department to declare it terminated and without any limitation, and nonetheless. Any right to the contrary, shall be relieved and discharged the Department of any obligation with him related.

VIGESIMATERCERA: The department may terminate this agreement when EAI fails to comply with any of the clauses under this agreement or when EAI fails to comply with the regulations established by the Department by written notice to the effect, with thirty (30) days in advance. This notification will be made by certified mail.

VIGESIMACUARTA: EAI acknowledges and accepts that EAI's trustees, successors or trustees shall be bound by the commitments set forth in this agreement.

VIGESIMAQUINTA: The failure of the Department to enforce strict compliance with any of the terms and conditions of this Agreement shall not be construed or constitute a waiver of its right to demand in future the specific fulfillment of all Terms or conditions of the same.

VIGESIMASEXTA: No benefit or against the provision of this Agreement may be required until the same has been filed for registration in the Office of the Controller in accordance with the provisions of Act No. 18 of 30 October 1975, as amended.

VIGESIMASEPTIMA: All the terms and conditions of this transfer agreement are independent and separate from each other and the nullity of any of them does not in any way affect the validity of the others.

VIGESIMAOCTAVA: This Agreement constitutes the only agreement between the parties and voids any other prior agreement, negotiations, understandings and other matters, whether written or verbal, as agreed in this agreement. Any other representation, missive and/or oral and/or written communication, prior and/or contemporaneous to the granting, will not alter, modify and/or amend in any way this agreement.

By virtue of which, the Comparecientes parties subscribe to this transfer agreement, thus formally forcing them to comply with each and every one of the clauses and conditions stipulated herein.

In San Juan, Puerto Rico to ____ of ____ of 2018...
