

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COMMONWEALTH PLAN OF ADJUSTMENT PENSION
RESERVE BOARD OF TRUSTEES AND THE
COMMONWEALTH PLAN OF ADJUSTMENT PENSION
BENEFITS COUNCIL**

1. **Parties.** This memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered by and between the Commonwealth Plan of Adjustment Pension Reserve Board of Trustees (the “Pension Reserve Board” or “PRB”), and the Commonwealth Plan of Adjustment Pension Benefits Council (the “PBC”, and jointly herein referred to as the “Parties”). All approvals necessary for the execution of this MOU by the Authorized Representatives and to carry out the obligations contemplated herein have been given or received by the Parties.

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2. **Purpose.** The purpose of this MOU is to establish a mutual agreement regarding certain shared services between the Parties as required by the Guidelines for the Governance and Administration of the Puerto Rico Plan of Adjustment Pension Reserve Trust and Monitoring of Plan of Adjustment Pension Benefits (the “Guidelines”) as it relates to the Commonwealth Plan of Adjustment Pension Reserve Trust (“Pension Reserve Trust” or “PRT”).

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3. **Term of MOU.** This MOU is effective upon the date last signed by the Authorized Representatives of the Parties included in this MOU. This MOU could be terminated by either party through a written notice.

4. **Agreements.** The Parties agree to the following:

a. **Shared Services:** Section 1.6.A of the Guidelines provides that “the staff retained by the Pension Reserve Board shall also execute such administrative tasks as requested of it by the Pension Benefits Council consistent with the Pension Benefits Council’s duties and authority under these Guidelines, including but not limited to financial management, procurement, maintenance of a website (which may be a single website if the Council and Board agree), logistical support for meetings and any other operational functions of the Council.” As such, the PRB agrees to provide support to the PBC for the following activities:

i. **Logistical Support for Meetings:**

1. The PRB agrees to cover reasonable expenses related to the preparation and participation of the PBC in the quarterly meetings that are required by Section 7.5 of the Guidelines.

2. Seventy-two (72) hours prior to and upon written request, the PRB will make available the conference room located at the PRT offices (max. capacity for up to 6 people) for the use of the PBC or any PBC Committee.

ii. **Accounting and Administrative Services:** the PRT staff will assist the PBC in the following areas, as may be requested from time to time by the PBC:

1. Preparation of Checks,
2. Monthly reconciliation of bank account,
3. Record Monthly transactions / Preparation of adjusting entries,
4. Preparation and issuance of standard financial statements,
5. Preparation of Informative Declarations - Form 480 or similar forms regarding withholding payments to contractors, Payments of tax obligations to the different Government Agencies, Quarterly Returns of Tax Withheld on Payments for Service Rendered,
6. Collaboration with Annual Audit of the PBC
7. Preparation of reimbursement of expense reports from members of the PBC.
8. Record keeping of any official document in possession or property of the PBC.

All payments and transactions must be approved and certified by the PBC prior to any payment.

iii. **Registration of Contracts before the Comptroller's Office:** the PRT staff will assist the PBC with the registration process of contracts with the Office of the Comptroller of Puerto Rico in accordance with the Guidelines.

iv. **Professional Services:** with prior written request, the PRT can share with the PBC the services of contracted providers of the PRT. Provided that such services do not represent a conflict of interest for the service provider contracted by the PRT.

v. **Orientation and Continuing Education:** in advanced coordination between the Parties, the PRB members and PRT service providers can provide continuing education sessions to members of the PBC.

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5. **Signature.** IN WITNESS WHEREOF, the parties have signed this MOU on this day, November 4, 2024, to be effective as of the effective date.

**Commonwealth Plan of Adjustment
Pension Reserve Board**

EIN: 66-1008762



By: María del Carmen López
Executive Director
Authorized Representative

**Commonwealth Plan of Adjustment
Pension Benefits Council**

EIN: 66-1009098



[Carlos A. Cabán García \(Nov 1, 2024 12:17 EDT\)](#)

By: Carlos A. Cabán
President
Authorized Representative

Signature: 

Email: maria.lopez@prtpr.org

Title: Executive Director

Company: Pension Reserve Trust

Signature: 
[Carlos A. Cabán García \(Nov 1, 2024 12:17 EDT\)](#)

Email: carcabgar@yahoo.com

Title: President

Company: Pensión Benefit Council