

MEMORANDUM OF AGREEMENT
ESTABLISHING A JOINT PROJECT
BETWEEN THE BUREAU OF THE CENSUS
UNITED STATES DEPARTMENT OF COMMERCE
AND
«CIC»

Agreement No. 09-C«MOA_»-11-13
January 1, 2014 - December 31, 2020

I. PARTIES

This document constitutes an agreement between the Census Bureau, United States Department of Commerce, and the «Name_of_CIC», which is a nonprofit organization.

II. AUTHORITIES

The Census Bureau has authority to participate in the Census Information Center (CIC) program with the «Name_of_CIC» under:

Title 13 U.S.C. Section 8, which provides authority for the Census Bureau to undertake joint statistical projects.

15 U.S.C. Section 1525, the Commerce Department's Joint Project Authority, which provides that the Census Bureau may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably appointed.

III. PURPOSE

Pursuant to this agreement, the Census Bureau and the «Name_of_CIC» will undertake a joint working relationship through which the Census Bureau will continue the historic relationship with the CIC for data dissemination, education and data use. The Census Bureau's CIC program was established in 1990 to create an effective vehicle for the dissemination of information and data produced by the Census Bureau to underserved communities. By entering into this agreement, the CIC will be an official source of Census Bureau data and will have access to Census Bureau data products and receive technical support using appropriate technologies at no cost. The Census Bureau charges fees for special products or tabulations. The Census Bureau will provide CICs access to products as they become available.

This relationship is necessary and essential to further the mission of the Commerce Department in that it will provide the public with access to Census Bureau data. It also develops a partnership for the promotion and support of all Census Bureau data collection programs. This partnership provides the Census Bureau with a network of organizations to provide traditionally underserved communities with data for use in planning and decision-making. The Census Bureau has determined that this collaboration cannot be accomplished effectively without the participation of the «Name_of_CIC». The Census Bureau understands that the «Name_of_CIC» has a unique relationship with members of underserved communities and has an understanding of the needs and the interests of these communities. The «Name_of_CIC» provides the Census Bureau greater access to and feedback from

these communities in the conduct of the Census Bureau's mission of data collection and dissemination.

The Census Bureau's CIC program is administered through the Customer Liaison and Marketing Services Office (CLMSO).

IV. MEMBERSHIP

Membership is open to persons who are not seated on other Census Bureau stakeholder entities (i.e., State Data Centers, Census Information Centers, Federal State Cooperative on Population Estimates program, other Census Advisory Committees, etc.)

V. MUTUAL INTEREST OF THE PARTIES

This collaboration is of mutual interest to both parties. These interests include the Census Bureau's collection and dissemination of data and the «Name_of_CIC»'s dissemination and use of data to benefit underserved communities within the United States.

The Census Bureau recognizes the importance of building support for its data collection activities through the direct involvement of national, regional and local organizations representing underserved communities. The Census Bureau regards support for such involvement as an integral part of its work. The «Name_of_CIC» supports the Bureau's data collection efforts by providing the Bureau with the benefit of its understanding of the communities it represents and by encouraging its members, chapters, affiliates, constituents and/or local communities to cooperate with the Census Bureau in data-collection-related work, such as the Decennial Census, the American Community Survey and the Economic Census.

The «Name_of_CIC» recognizes the importance of Census Bureau data to the communities it represents. It is interested in a close working relationship with the Census Bureau and in obtaining census data products to provide relevant data, statistics and reports to the communities it serves for program planning, analysis and advocacy. This CIC benefits from its involvement in data collection activities through improved data for its communities.

The Census Bureau regards this partnership as an integral part of its public education and data dissemination process. The CICs also give high priority in this partnership to data dissemination and providing of technical assistance in the use of Census Bureau data. The CICs make the Census Bureau data more widely accessible to data users through the use of the Internet and other dissemination media.

In terms of the data collection aspect of this agreement, the Census Bureau benefits because CICs help obtain the cooperation of their data users at the time of data collection by applying knowledge of their community to data collection activities. The CIC benefits by being an official source of Census Bureau data. This enables the Census Bureau to allow the CIC access to data on an embargo basis, that is, prior to the Census Bureau's release of data to the general public. The public benefits through the CICs involvement in improving the public's understanding and use of data for their communities' economic development, social and economic planning, policymaking and governance.

In addition, the CIC also receives specialized training from Census Bureau experts on significant programs such as the Decennial Census, the Economic Census and the American Community Survey.

The CICs participate in Census Bureau product review and evaluation and act as beta testers of Census Bureau software and products. They also provide a structured feedback mechanism to identify needed improvements. The information that the CICs provide become key factors in the appearance, media presentation and quality of the Census Bureau data products.

VI. RESPONSIBILITIES OF THE PARTIES

The CICs are an official repository of Census Bureau data. They disseminate data and assist in the public understanding and use of data by their community and/or constituency. The Census Bureau requires all designated CIC organizations to have electronic (Internet, e-mail and web browser) access.

All parties concerned will work to expand relations, as appropriate, between the CICs and the Census Bureau other data dissemination partners, the State Data Centers (SDCs), to promote training and communication and augment limited resources in either organization. This may include, but is not limited to, working with other CICs and SDCs to promote the exchange of information by informing them of training and conference opportunities.

A. The Census Bureau agrees to perform the following activities and provide the following resources in support of the CIC program:

- 1) Provide access to a wide variety of Census Bureau products, information and services for use in data access and dissemination activities. These products include, but are not limited to, digital files, Internet-based products, mobile apps, data tools, on-line subscriptions, documentation, guides, indexes, maps, mapping databases and other reference materials. This access does not include confidential or Title 13 data or custom tabulations. Custom tabulations ordered by the CICs require a cost.
- 2) Provide training and technical support on Census Bureau data products and services. This assistance includes, but is not limited to, training at Census Bureau Headquarters, training sponsored by Census Bureau Regional Offices and training via available technologies, such as teleconferencing, webinars, video presentations and other training modes.
- 3) Maintain periodic and timely communications with CICs. Communicate through e-mail, webinars, written correspondence, telephone conference calls or site visits (budget permitting).
- 4) Support the efforts of the CICs to exchange ideas with other CICs. Establish and maintain a listserv, CIC contact list, and leverage collaboration and communication forums.
- 5) Host one annual training conference, a minimum of one Steering Committee meeting (budget permitting) and quarterly training (at minimum) through virtual conferencing

platforms.

- 6) Develop tools to assist in marketing the services of the CICs as indicated in this agreement.
 - 7) Consult with the CIC Steering Committee on issues directly affecting the CIC program.
 - 8) Maintain a website that provides information about the CIC program and links to the websites of the CICs.
 - 9) Provide an annual report template for the CICs to record their activities and data user success stories.
 - 10) Work with the appropriate divisions within the Census Bureau to ensure CIC participation in current and future Census Bureau programs, censuses and surveys. These include but are not limited to the American Community Survey, the Economic Census and the Decennial Census.
- B. The «Name_of_CIC» agrees to perform the following activities and provide the following resources in support of the CIC program:
- 1) Disseminate Census Bureau data to underserved communities and new data users. Provide access to Census Bureau statistics, data and reports to underserved communities and data users who might not have access through the other components of the Census Bureau's data dissemination network (e.g. SDCs, Business and Industry Data Centers, Census Bureau Regional Offices, Federal Depository Libraries, Census Depository Libraries, Census Bureau website). CICs will provide access through the web and other media such as print, fax, newsletters, telephone, e-mail, community workshops and press releases.
 - 2) Provide technical assistance to data users. Provide interpretations and explanations of what Census Bureau data mean for local communities and neighborhoods. Package Census Bureau data in ways (e.g., fact sheets, visualizations, apps and briefs) that make the data understandable and appropriate for constituents' planning and use. CICs will also help local data users with limited knowledge of Census Bureau data identify the appropriate data for their needs.
 - 3) Submit examples of the types of reports, fact sheets, briefs and articles produced using Census Bureau data to CLMSO.
 - 4) Support outreach, promotion and recruitment efforts associated with Census Bureau censuses and surveys, such as the American Community Survey, the Economic and Decennial censuses, and other Census Bureau surveys. It is specifically understood by the Census Bureau that the «Name_of_CIC» has limited resources but will assist in the aforementioned efforts to the best of its ability.
 - 5) Review, evaluate and provide feedback on Census Bureau products, programs and services.

- 6) Maintain a website or page on your organization's website highlighting the work of your CIC program and maintain links and embeddable web applications and data tools to the Census Bureau website.
 - 7) Participate in Census Bureau sponsored training (budget permitting) and at least one training session per quarter via webinars, virtual conferences and conference calls beyond the annual conference.
 - 8) Submit to CLMSO an annual report of the CIC program's activity along with any local case studies of how census statistics were used to help make local decisions.
- C. This section is subject to and consistent with federal information disclosure law. It pertains to the Census Bureau's policy for granting access in certain circumstances to non-confidential reports, staff papers, tabulations and so forth where the information is the result of data collection, analysis, interpretation or estimation by Census Bureau staff. The policy does not apply to Title 13 confidential data which are not released to the CICs.

By signing this Memorandum of Agreement, the «Name_of_CIC» agrees to abide by the Census Bureau's policy pertaining to access and dissemination of embargoed data and adhere to the following policies and requirements:

Policy:

The U.S. Census Bureau policy for embargoed news releases are posted to the Public Information Office (PIO) website and the conditions for maintaining embargo access must be adhered. Access to embargoed news releases and data sets may be revoked for any person or organization failing to adhere to this policy. Please contact the Public Information Office if you have any questions regarding this policy: 301-763-3030; or by e-mail at pio@census.gov.

Requirements:

- 1) PIO will grant the «Name_of_CIC» access to Census Bureau embargoed data with the understanding that any breach of the embargo status, that is, the release of data in any form prior to the Census Bureau's public release date, by the «Name_of_CIC» will result in the termination of the organization's access to the embargo directory and the secure servers.
- 2) The «Name_of_CIC» will not, during the data embargo period, share the data with any organization or people outside of the «Name_of_CIC» that has not been granted privileges to the embargoed data and secure server.
- 3) People within the «Name_of_CIC» that have been granted access to embargoed data and/or the secure server may discuss the embargoed data among themselves to facilitate analysis and the preparation of reports.

- 4) They also may discuss the embargoed data with media outlets during the embargo period if the Census Bureau has approved the media representative's access to embargoed data.
- 5) They may not share or transmit the actual embargoed data in any form, electronic or otherwise.

The Census Bureau reserves the right to terminate the «Name_of_CIC»'s access to the embargoed data and/or the secure server at any time if the Census Bureau determines that the CIC's ability to sustain the embargo is in question.

- 6) CIC access to embargoed data and secure servers will be through a Census Bureau password protected secured site.

VII. EQUITABLE APPORTIONMENT OF COSTS

The costs of the CIC program are equitably apportioned between both parties. No funds will be transferred from the Census Bureau to the «Name_of_CIC». Each party shall provide the necessary resources (budget permitting) to carry out all the activities associated with this partnership.

VIII. CONTACTS

The contacts of each party to this agreement are:

Kendall B. Johnson
 Chief, Customer Liaison and Marketing Services Office
 Bureau of the Census
 4600 Silver Hill Road, Room 8H180
 Washington, DC 20233-0500
 301-763-4238
 kendall.b.johnson@census.gov

«cichon» «cicfirstname» «ciclastname»
 «Name_of_CIC»
 «cicaddress1»
 «cicaddress2»
 «ciccity», «cicstate» «ciczip»
 «cicphone»
 «Email»

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by both parties. The agreement will terminate on December 31, 2020, but may be amended at any time by mutual agreement of the parties. Any party may terminate this agreement by providing 60 days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

X. PROGRAM MONITORING AND EVALUATION

CICs will provide an annual report with measurable evidence that they are meeting program responsibilities. With these reports, CICs will include copies of publications, fact sheets, briefs, articles, and so forth, produced using Census Bureau data, an accounting of the recipients and users of these products, and a record of inquiries addressed and results of the inquiries (when possible). The Census Bureau will make periodic site visits to CICs (budget permitting) to evaluate how well CICs are meeting program responsibilities. The Census Bureau will use the annual reports and site visits to determine if the CICs are meeting the terms of the agreement. In the event that a CIC is not performing one or more of the program responsibilities, the Census Bureau will first seek to correct the program deficiencies through targeted training and support activities. If these actions do not result in compliance with the terms of the agreement, the CIC and Census Bureau partnership may be terminated.

XI. OTHER PROVISIONS

- A. Should disagreement arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other party for consideration. If agreement on the interpretation is not reached within thirty days of the date of the letter that informs the party of the disagreement, the parties will forward the written presentation of the disagreement to respective higher officials for appropriate resolution. Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

B. Because the Department of Commerce is a Federal agency that holds the trust of the American citizens, the Department must avoid any appearance of impropriety, preferential treatment, discriminatory action or inaction, or other activities that could lead to justifiable public criticism or otherwise undermine the faith of the American people in their government. Accordingly, by signing this agreement, the partner warrants that any information about the partner, its employees, or its activities, which is inconsistent with the above-mentioned principles, has been explained to the appropriate Department of Commerce officials. Failure to disclose such information, or upon the Department's learning of such information, the Department may immediately terminate this agreement without further recourse by the Collaborator. It is specifically understood that the «Name_of_CIC» is a 501 (C) 3 corporation that has not directly engaged in activity that is counter to the mission of the Census Bureau. However, the «Name_of_CIC» provides data to individuals and organizations that have been used to advocate for change – primarily around the work of improving the underserved communities in the «Name_of_CIC»'s areas of work.

The nomination of the organization's contact(s) for access to the embargo directories is at the discretion of the «Name_of_CIC»'s contact person and one additional support person. Approval of the nominations is at the discretion of the CLMSO.

The Census Bureau will issue separate user identification codes, passwords or embargoed data notification to the «Name_of_CIC». The «Name_of_CIC» will monitor this activity with their assigned support staff person.

Subject to and to the extent consistent with Federal information disclosure law, the Census Bureau allows the embargo access to the CIC contact person and a support staff person with the understanding that any breach of the embargo status, that is, the release of data prior to the Census Bureau's public release date by any of the CIC's contact(s) and/or staff person will result in the termination of the entire «Name_of_CIC»'s access to the embargo directory and the secure servers.

The «Name_of_CIC»'s access to the embargo directories will begin on January 1, 2014, or when the CIC contact and support staff person and the Census Bureau sign this agreement, whichever is later. The access authorization ends on December 31, 2020 when this agreement expires or sooner if any members of the CIC breaches the embargo arrangement.

The Census Bureau will ensure that the CIC contact and one support staff person have access to the Census Bureau's embargo and secured server websites. Access to the secured embargo website will give the CIC data prior to the public release date to allow them time to prepare for data user inquiries. Access to the secured servers will allow the CIC to access special project information. The embargoed data and the data on secure servers do not include data that are restricted to internal Census Bureau use because of Title 13, U.S.C. confidentiality restrictions.

XII. DEFINITIONS

- A. **Census Information Centers (CICs):** The CICs are national, regional or local nonprofit, college and universities representing and/or serving the interests of underserved communities (racial/ethnic groups, children, rural areas, etc.). The CICs provide awareness of and access to Census Bureau data for program planning, needs assessment, policy development analysis and advocacy by underserved communities.
- B. **State Data Centers (SDCs):** The SDCs are state-level organizations, such as the department of labor, state and/or regional planning departments or organizations, major state universities, and state libraries that provide training and technical assistance in accessing and using Census Bureau data. The SDCs use Census Bureau data for research, administration, planning and decision-making by the government, business community, university researchers and other interested data users.

[signature]

Thomas L. Mesenbourg Jr.
 Senior Advisor Performing the Duties of the Director
 Bureau of the Census
 4600 Silver Hill Road, Room 8H002
 Washington, DC 20233-0500

[date]

[signature]

Type/Print Name:
 Type/Print Title:
 «Name_of_CIC»
 «cicaddress1»
 «cicaddress2»
 «ciccity», «cicstate» «ciczip»

[date]