

MEMORANDUM OF AGREEMENT  
ESTABLISHING A JOINT PROJECT  
BETWEEN THE  
BUREAU OF THE CENSUS  
UNITED STATES DEPARTMENT OF COMMERCE  
AND  
THE «capst» OF «capnamest»  
Agreement No. 05-13-MOU-01  
January 1, 2014 - December 31, 2020

PARTIES

- 1.1 This document constitutes an agreement between the U.S. Census Bureau, the U.S. Department of Commerce, and the government of the «capandsm» of «fullst» hereafter known as State Data Center (SDC) which is a public organization.

AUTHORITIES

- 2.1 The Census Bureau has authority to participate in the State Data Center (SDC) program with the «capandsm» of «fullst» under:
- (1) Title 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 apportioned;
  - (2) Title 13 U.S.C. Section 8, which provides authority for the Census Bureau to undertake joint statistical projects.

PURPOSE

- 3.1 Pursuant to this agreement, the Census Bureau and the SDC will undertake a joint working relationship with the SDC as the premier local partner. The Census Bureau's SDC program was established in 1978 to create an effective vehicle for the dissemination of information and data produced by the Census Bureau to state and local governments. By entering into this agreement, the SDC, as the premier local partner and an official source of Census Bureau data for «fullst», will be provided with Census Bureau data products, technical support, and training at no cost. The Census Bureau may charge for special products or tabulations.
- 3.2 This relationship is necessary and essential to further the mission of the Commerce Department in that it will provide the public with local access to Census Bureau data. This relationship develops a partnership for the promotion and support of all Census Bureau programs. This partnership provides the Census Bureau with a nationwide network of organizations to provide governments, businesses, and organizations with the data for use in planning and decision-making. And finally, this partnership

increases the effectiveness of the Census Bureau's public outreach because the «fullst» SDC has access to and the responsibility to serve the local data user community in a much more extensive capacity than the Census Bureau.

- 3.3 The Census Bureau's SDC Program is administered by the Customer Liaison and Marketing Services Office (CLMSO), within the Communications Directorate.

#### MUTUAL INTEREST OF THE PARTIES

- 4.1 This joint partnership is of mutual interest to the parties because the partnership's objectives involve data dissemination, data use, education and support of Census Bureau programs. The Census Bureau and the «fullst» SDC share objectives and provide support to one another for each of these objectives.
- 4.2 The Census Bureau regards this partnership as integral to its mission. The «fullst» SDC also gives high priority in this partnership to data dissemination and providing technical assistance in the use of Census Bureau data. The SDCs make the Census Bureau data more widely accessible to data users.
- 4.3 In terms of the data collection aspect of this agreement, the Census Bureau benefits because data centers help obtain the cooperation of their users at the time of data collection by applying local knowledge of the community to data collection activities. The SDC benefits by being an official source of Census Bureau data. This enables the Census Bureau to allow the SDC access to data on an embargo basis, that is, prior to the Census Bureau's release of data to the general public. The «fullst» SDC and its communities benefit through the SDCs involvement in improving data for economic development, social and economic planning, policymaking and governance. In addition, the SDC also receives specialized training from Census Bureau experts on significant programs such as the decennial census, the economic census, and the American Community Survey.
- 4.4 The SDCs participate in development, review and evaluation of Census Bureau programs, software and products. Through their local networks, they also provide a structured feedback mechanism. The information that the SDCs provide becomes key factors in the appearance, media presentation and quality of the Census Bureau data products.

#### RESPONSIBILITIES OF THE PARTIES

- 5.1 The SDCs are the premier local partner with the Census Bureau for their areas and are an official repository of Census Bureau data. They assist in data dissemination, use, education and support of Census Bureau programs.

- 5.2 Both parties will work to strengthen the relationship, by promoting training and communication, and leveraging limited resources. This may include webinar-based training as well as conference opportunities. CLMSO will host an annual meeting for the Lead organizations. This meeting will include training, presentations and a business meeting. Each state will be allowed to send one delegate. This delegate can be the state lead or their designee.
- 5.3 The State Data Center organizations will be required to perform the following:
- 5.3.1 Program management - The Lead organization will, among their other responsibilities provide staff and budget to support the program and act as managers to ensure that the administrative functions herein are performed. The Lead organization also has the responsibility of ensuring that the functions listed in 5.3.1 through 5.3.7 are performed by either the Lead organization or the appropriate Coordinating or Affiliate organization, or by arranging to have another data center handle functions other than those designated as administrative in nature. In addition, every Lead organization must subscribe to the SDC list serve, complete the annual report, maintain a signed MOA, and maintain effective communication on their activities with CLMSO.
  - 5.3.2 Data dissemination - The SDC network will provide Census data, information, tools, technology and knowledge to its members and local stakeholders. The SDC will assist stakeholders in the use of these products and share products developed by network members where appropriate.
  - 5.3.3 Data research and analysis, expertise, technical assistance, and consultation - As the premier local partner, the SDC network will provide technical expertise and assistance, consultation, and materials on Census Bureau products and programs.
  - 5.3.4 Promotion - SDC network members will promote Census Bureau products, programs, and services, assist with operational support as necessary and appropriate, provide updates to local stakeholders, and encourage the use of products and participation in censuses, surveys, and other programs.
  - 5.3.5 Training and Education - The Lead and/or Coordinating Agency will provide training for network affiliates. SDC network members will educate and provide information and support to local stakeholders and other data users on the availability and use of Census data and statistical information, and share best practices among network members.
  - 5.3.6 Assistance - The SDC network will be an integral part of Census programs and objectives by serving as the premier local partner for Census surveys and programs, by participating in design, input and testing, and providing feedback to the Bureau on products, programs, technologies and services.

5.3.7 SDC Participation and Presence - The Lead or delegate will participate in the annual meeting and be a part of regular strategic planning processes. SDC network members will assist in developing Census Bureau programs and products. Each SDC will maintain a web presence and contact information to local stakeholders.

5.4 The Census Bureau, through the CLMSO, agrees to:

- 5.4.1 Program management – effectively administer the SDC program through timely and accurate communication with the lead agencies, and providing staff and budget to carry out the SDC program. CLMSO will maintain and publish a current list of SDC leads and their contact information, and maintain current Memoranda of Agreement with each of the lead organizations. CLMSO will keep the SDC leads informed about developments in programs and publications at the Census Bureau, as well as provide opportunity for feedback from the SDCs. CLMSO will publish an annual report at the end of each fiscal year based on the activity of the SDC network.
- 5.4.2 Data dissemination – ensure that the SDC program has access to, and is informed about, Census Bureau data releases, products, services and materials. CLMSO will assist the SDCs leads by providing them and their affiliate members training in the use of Census data tools and products. CLMSO will offer each SDC lead organization the opportunity to sign up for access to Census Bureau embargoed statistics. Embargoed statistics do not include information that is protected by Title 13 confidentiality restrictions. The process for gaining access to embargoed statistics is ultimately controlled by the Census Bureau's Public Information Office (PIO), and those SDCs which are granted access to these statistics must agree to the rules that govern that process.
- 5.4.3 Local expert – support the SDCs as the Census Bureau's "premiere local partner." Provide free and unlimited training, technical documentation, materials, tools, and support to the SDCs so that they might be recognized locally for their expertise and technical assistance with Census statistics.
- 5.4.4 Promotion - promote the SDCs as the Census Bureau's premiere local partners (inside as well as outside the Bureau). Maximize and support SDC network members' involvement in, and knowledge of, local Census activities, particularly Census Bureau programs, campaigns and promotions. Seek operational support from SDCs where appropriate. Assist the network members to promote Census products and services.
- 5.4.5 Training and education – ensure that the SDCs have timely and targeted training on Census Bureau products, programs and initiatives. Coordinate

training sessions (whether in-person or webinar) with regional offices and SDC members on how to acquire, use and interpret data. Work with SDCs to develop useful instructions.

- 5.4.6 Assistance with Census Programs – ensure that the SDC program has the opportunity to work hand-in-hand with Census Bureau programs, offering their unique guidance and feedback. CLMSO will seek opportunities for the SDCs to participate in the design, input and testing of Census products, programs, surveys and services.
- 5.4.7 Thriving Network - maintain timely communication with each SDC lead organization. Capitalize on the long-term partnership between the SDCs and the Census Bureau to accomplish common goals and objectives. CLMSO will invite the lead or delegate to participate in the annual training conference and to be a part of the strategic planning process. Support the efforts of the data centers to exchange ideas with other data centers. Encourage each SDC to maintain a web presence as a premiere Census Bureau partner.

## 5.5 Regional Office Support of State Data Centers

- 5.5.1 Regional Offices will communicate, at least once each year, with the SDCs in their regions through conference calls, e-mail, and/or meetings to promote a good working relationship with their data dissemination partners.

## 5.6 Resources

- 5.6.1 Each party will provide the necessary resources, to the extent such resources are available, and to carry out all the activities associated with this partnership.

## 5.7 Monitoring and Evaluation

- 5.7.1 The SDC Lead organization will provide an annual report. Lead organizations that do not report their program activity by the specified date are subject to Census Bureau-imposed program restrictions. These restrictions may include, but are not limited to, restricting or terminating the SDCs access to embargoed information, and/or CLMSOs payment for attendance at the SDC annual training conference.
- 5.7.2 The Census Bureau will use the annual reports to determine if the SDCs are meeting the terms of this agreement. In the event that one of the SDCs is not performing one or more of the responsibilities listed above, the Census Bureau will first seek to correct the deficiencies through targeted training and support activities. If these actions do not result in compliance with the terms of this agreement, the SDC and the CLMSO relationship may be terminated.

The CLMSO liaisons will have at the minimum, quarterly contact via telephone, face-to-face visits, or email with SDC Lead organizations.

## 5.8 Annual Reports

- 5.8.1 The CLMSO will prepare the SDC network annual report for distribution to the SDCs regarding SDC and Census Bureau activity.

## EQUITABLE APPORTIONMENT OF COSTS

- 6.1 The costs of this activity are equitably apportioned between both parties.

## CONTACTS

- 7.1 The contacts of each party to this agreement are:

- 7.1.1 Authorized Signator, SDC Lead Designee, and any others who need to sign it  
7.1.2 Chief, Customer Liaison and Marketing Services Office, Census Bureau

- 7.2 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.

## PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

- 8.1 This agreement becomes effective on or after January 1, 2014 or on the date signed by all parties. The agreement will terminate on December 31, 2020, but may be amended at any time by mutual agreement of the parties.
- 8.2 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 will be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

## OTHER PROVISIONS

- 9.1 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.

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[signature]

Kendall B. Johnson  
 Chief, Customer Liaison and Marketing Services Office  
 Bureau of the Census  
 4600 Silver Hill Road, Room 8H180  
 Washington, DC 20233-0500

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[date]

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SDC Lead

«HON». «FNAME» «LNAME»  
 «AGENCY»  
 «DIVISON»  
 «STI» «RM\_STE»  
 «ST3»  
 «CITY», «STATE» «zip4»  
 «EMAIL»

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