

MEMORANDUM OF UNDERSTANDING
between the
University of Puerto Rico - Mayagüez Campus
and the
National Agricultural Statistics Service
U.S. Department of Agriculture

PROJECT Collecting, Analyzing, and Publishing Agricultural Statistics

LEADERS Chancellor, University of Puerto Rico- Mayagüez Campus and the Dean, College of Agricultural Sciences, University of Puerto Rico - Mayagüez Campus and the Administrator of the National Agricultural Statistics Service, United States Department of Agriculture

LOCATION Washington, D.C., and Puerto Rico

DATE EFFECTIVE May 17, 2001

OBJECT To establish and maintain mutual cooperation between the College of Agricultural Sciences, University of Puerto Rico - Mayagüez Campus (UPR-MC) and the National Agricultural Statistics Service (NASS) in the collection, analysis, and publication of statistical data for the Commonwealth of Puerto Rico. The agreement will promote involvement of the agricultural community in the design of survey instruments to minimize respondent burden, promote expanded use of agricultural statistics, both through academic programs and Agriculture Extension Service activities, and promote cooperation by the farmers in data collection programs.

FUNCTIONAL BASIS .. The National Agricultural Statistics Service, United States Department of Agriculture, hereinafter referred to as "NASS," is charged with the responsibility of National programs of work of long standing in the collection and publication of production and marketing statistics. In addition, since October 1996, the NASS is responsible for the conduct of the Census of Agriculture every 5 years, collecting data from every farm in the United States, including Puerto Rico, for the calendar years that end in "2" and "7."

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FUNCTIONAL BASIS

(Cont'd)

The College of Agricultural Sciences, University of Puerto Rico - Mayaguez Campus, hereinafter referred to as "UPR-MC," is responsible for agricultural instruction, research, and services to the community.

The NASS and the UPR-MC, cognizant of their basic authorities and responsibilities, recognize that the success of one party in attaining its goals directly impacts the success of the other party. The design, collection, and tabulation of agricultural data for Puerto Rico will, to the extent possible, reflect the needs and concerns of the UPR-MC. The UPR-MC will, to the extent possible, promote data collection activities of the NASS and provide whatever assistance possible to collect data for its programs.

METHOD OF PROCEDURE

Part 1

The NASS

- (a) Will provide necessary training to the Agricultural Extension Service agents to familiarize them with NASS programs and the data to enable them to assist the farmers with questions they may have.
- (b) Will provide necessary training to the Agriculture Extension Service agents to provide an understanding of data collection methods and familiarize them with nonresponse follow-up procedures.
- (c) Will furnish the UPR-MC with the collected data in electronic media as soon as it becomes available, and will provide complementary copies of the publications for use by Extension Agents, UPR libraries, professors, and students.
- (d) Will reimburse the UPR-MC for the costs incurred in preparing office space, telephone charges, and a portion of the salaries of the Agriculture Extension Service agents during their participation in NASS programs.
- (e) Will maintain the student educational employment program to provide the opportunity for UPR-MC students to gain work experience directly related to their educational programs and career goals.



METHOD OF PROCEDURE

Part 2

- The UPR-MC (a) Will provide input on questionnaire design to ensure that the information being collected is both current and relevant, and that questions are asked in such a way as to minimize the reporting burden on the respondent.
- (b) If necessary, will provide furnished office space to be used as needed, and subject to availability.
- (c) Will provide conference room facilities for training enumerators and other uses, as needed, and subject to availability.
- (d) Will support NASS in the conduct of its programs through the Agricultural Extension Service. Agents will provide assistance to any farmers who request it, assist enumerators in locating farmers, and encourage farmers to cooperate with NASS data collection programs.

METHOD OF PROCEDURE

Part 3

Mutual Understanding . . . It is mutually understood and agreed that:

- (a) All UPR-MC employees granted access to confidential information, including mail lists, shall be subject to the provision and penalties of the Federal laws and regulations relating to the safeguarding of crop, livestock, and other agricultural statistical information and reports.

Information collected from individual respondents for any data collection effort are protected from disclosure under the provision of U.S. Code Title 18, Section 1905 "Disclosure of Confidential Information," and Section 1770 of the Food Security Act of 1985. This coverage applies regardless of the form in which the information is kept—original paper document, computer tape, computer disk, or any other form. Each NASS data collection instrument must pledge confidentiality for all information collected from respondents.



METHOD OF PROCEDURE

Part 3

Mutual Understanding

(Cont'd)

(b) UPR-MC employees who collaborate with NASS programs, even if under the direction of a NASS employee, shall not be deemed Federal employees under the provision of Federal Retirement Act, Annual and Sick Leave Act, and the Federal Employees Health Benefit Act.

(c) This Memorandum of Understanding is to define in general terms, the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each party will handle and expend its own funds. The responsibilities assumed by both of the cooperating parties are contingent upon their respective authorizations under Federal or Commonwealth statutes, and upon necessary funds being available from which their expenditures legally may be met.


(d) Nothing herein or in the performance of the work contemplated hereunder shall be used for the political advancement or advantage of any official or employee of either party to this Memorandum of Understanding.

(e) Both the NASS and the UPR-MC reserve their respective rights to collect other information than that relating to the joint program of work covered by this agreement, and such data may be obtained from any other sources and by any other means available. Each agency may cooperate in such respect with any other Federal agency or agency within the Commonwealth of Puerto Rico and may furnish to any other persons or associations such parts of such information as may be legal in the public interest, and not contrary to the provisions of this Memorandum of Understanding.

MEMBER OF
CONGRESS

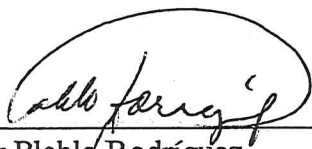
No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

DURATION..... This Memorandum of Understanding shall continue in force indefinitely, so long as Congress shall provide the necessary authority and funds for the Federal program of work; PROVIDED, however, this Memorandum of Understanding may be terminated at any time by mutual consent, or by either party hereto, by giving written notice to the other party not less than 30 days in advance of the desired date of termination.




Raymond R. Bosecker
Administrator
National Agricultural Statistics Service

May 18, 2001
Date



Professor Plablo Rodríguez
Acting Chancellor
University of Puerto Rico-Mayagüez Campus

May 31/01
Date



Dr. Ernesto Riquelme
Acting Dean
College of Agricultural Sciences
University of Puerto Rico-Mayagüez Campus

May 25, 2001
Date