



Memorandum of Understanding

February 27, 2004

MEMORANDUM OF UNDERSTANDING
between
THE FARM SERVICE AGENCY
and
THE NATIONAL AGRICULTURAL STATISTICS SERVICE

PROJECT

Interchange of Data and Statistical Information

LEADERS

Administrator, National Agricultural Statistics Service
Administrator, Farm Service Agency

LOCATION

Nationwide

DATE EFFECTIVE

February 27, 2004

LEGAL AUTHORITY

Agricultural Adjustment Act of 1938 (1938 Act), as amended, the Farm Security and Rural Investment Act of 2002 (2002 Act), the Commodity Credit Corporation Charter Act, as amended (CCC Charter Act), the Agricultural Marketing Act of 1946, and the Consolidated Farm and Rural Development Act (CONACT).

STATEMENT OF PURPOSE

This Memorandum of Understanding (MOU) establishes the framework for a continuing working relationship between the United States Department of Agriculture's (USDA) Farm Service Agency (FSA) and the National Agricultural Statistics Service (NASS), in support of USDA activities. This MOU helps foster and enhance the interchange of data and information about the Nation's farms and agriculture to serve the best interest of USDA, the agricultural community and the Nation. This MOU revises the previous Agreement between the two agencies, dated March 1, 1992, when FSA was known as the Agricultural Stabilization and Conservation Service.

Both agencies desire that particular statistical activities under this MOU be supported and financed by NASS and FSA to the maximum extent possible.

I. FUNCTIONAL BASIS

- A. FSA and NASS have a long history of cooperation and coordination. Both agencies have field organizations, which provide their primary channel of communication to the public, and collect data and information from the Nation's farm operators and agricultural business sector. Implementation of this interagency agreement will help to assure more fully coordinated programs and minimize duplication of effort.

II. METHOD OF PROCEDURE

A. FSA

FSA was established pursuant to the Department of Agriculture Reorganization Act of 1994. FSA administers farm commodity, farm loan, conservation, and emergency assistance programs. The 1938 Act and the 2002 Act provide a framework for the administration of these and other agriculture and food programs.

Commodity programs are financed through the Commodity Credit Corporation (CCC). FSA administers the income support, commodity loan, and storage programs, and domestic acquisition and disposal activities for loan commodities. The CCC Charter Act authorizes these responsibilities.

B. NASS

NASS administers USDA's program of collecting, compiling, and disseminating National, State, and county agricultural statistics. NASS provides the official State and National forecasts and estimates of crops, livestock, poultry, dairy, prices, labor, and related agricultural items including economic and environmental statistics. Research designed to improve statistical methods and techniques used to produce agricultural statistics is also conducted. In addition, through cooperative agreements with Federal and State agencies and producer organizations, NASS performs reimbursable survey work and provides additional State and county data. The Agricultural Marketing Act of 1946 authorizes these responsibilities. NASS also conducts and publishes the Census of Agriculture.

C. Mutual Understanding

FSA depends on NASS to provide county, State, and National crop acreage, production, and yield estimates used for calculating commodity loan rates and disaster payments. NASS also collects and publishes prices received by farmers for FSA use in calculating counter-cyclical payments. NASS estimates are essential to implementing, administering and monitoring farm program legislation and activities. NASS depends on FSA to provide farm record data and other program information used as secondary data sources for computing NASS estimates and to update NASS' farm operator list with data used for sampling purposes.

If FSA data are directly accessed, received, copied or transformed in any manner by NASS, or if identifiable FSA data are merged or incorporated with NASS data, but these data have not been publicly released, then FSA and NASS mutually agree with respect to such data that: (a) FSA retains exclusive right to first public release if FSA data are distinguishable from NASS data; (b) Public release by NASS requires prior written approval from the FSA Administrator or a designated FSA official; and (c) FSA may publicly release such data without attributing the data to NASS.

FSA and NASS mutually agree with respect to NASS data that have not been publicly released that: (a) NASS data will be used exclusively for internal analysis by FSA and in an undistinguishable form when presented to the Under Secretary for Farm and Foreign Agricultural Services unless prior written approval is granted by the NASS Administrator or a designated NASS official to publicly release such data; (b) FSA employees must sign a NASS Confidentiality Agreement before they receive, have access to, or use NASS unpublished data; and (c) NASS unpublished data are provided with the understanding that such data are potentially less statistically reliable than published data, and should be treated accordingly.

1. FSA Agrees to Work with NASS Headquarters and State Statistical Offices to:

- (a) Continue to make available basic information and statistics on crop acreage reported to FSA for the various commodity programs on a timely basis for use by NASS in the ongoing statistics program. (b) Provide producer level information to NASS from various FSA computer data base files containing names, addresses, and associated information such as crop acreages, wool and mohair production, honey production, Conservation Reserve Program acreage, and payment data. (c) Support NASS State office staff and National Association of State Departments of Agriculture (NASDA) enumerators contracted by NASS in data collection activities. (d) Assist NASS in developing and maintaining current lists of farm operators by providing guidance on the use of producer-level data base files. (e) Initiate requests to NASS to provide special statistical data and official estimates not currently provided under the ongoing series of official Federal estimates. (f) Provide NASS access to and guidance on various FSA computer data bases and data warehouses that contain crop acreage, name, address and other such data without charge. (g) Continue to provide cooperation on geo-coding projects such as researching the mutual benefits for the NASS Cropland Data Layer and FSA's Common Land Unit Geographic Information System (GIS). (h) Permit NASS to electronically copy and store FSA data to which NASS is granted direct access. (i) Notify NASS when updates to FSA data have been completed regarding data that are intermittently or periodically updated.

2. NASS Agrees to Work with FSA to:

- (a) Provide FSA with all National and State publications and releases of current and historical statistical data immediately after publication, as

requested. (b) Provide FSA Washington, D.C., personnel training and access to the NASS Published Estimates Data Base (PEDB, Quick Stats), an internet data base file of official NASS estimates. (c) Provide FSA with official NASS estimates of county, State, and National crop acreage, production, and yields as mutually agreed upon by the two agencies in an annual review meeting. (d) Provide FSA with official NASS estimates and unpublished data of prices received by farmers and marketing weights to be used in the computation of counter-cyclical payments and for other uses as needed and agreed upon by the two agencies in an annual review meeting. (e) Assist FSA in the administration of the various disaster relief programs by providing published and unpublished NASS estimates at the county, State and National levels. Unpublished estimates will be provided by NASS to the extent confidentiality and statistical reliability restraints are not compromised. All requests for unpublished data should be submitted to and are contingent upon approval by the NASS Associate Administrator. (f) Provide FSA advice and assistance on statistical methodology to support FSA analysis needs without charge. (g) Maintain security to prevent unauthorized use of FSA computer software, hardware, and data that NASS accesses, and FSA data transformed by NASS, including, but not limited to, data associated with tax identification numbers and Social Security numbers. (h) Ensure NASS and FSA confidentiality policies are applied to data collected from the FSA State and county offices. (i) Provide sufficient advance written notice of the types of FSA data to which NASS seeks access. (j) Provide, at FSA's request, specifications for improved data standardization, including participation on a joint-agency commodity and geographic Code Committee. (k) Bear the cost of direct access and processing by NASS of FSA data stored on any FSA mainframe, data warehouse, or other storage system. (l) Provide, at FSA's request, files and details of data directly accessed, purposes for which such data are being used by NASS, and programming code NASS may have developed to transform FSA data. (m) Maintain confidentiality on all FSA data accessed. (n) Provide FSA access to producer- and operation-level NASS databases in the NASS data lab housed in the South Agriculture Building. Databases to which FSA will have access in the data lab will include: (1) Censuses of Agriculture including data from all auxiliary census forms such as The Agricultural Economics and Land Ownership Survey, Farm and Ranch Irrigation Survey, Aquaculture Survey, and Horticulture Survey and (2) Agricultural Resource Management Survey (ARMS) data, including variables constructed from the raw data such as those that provide detail on farm financial conditions. (o) Provide its own State offices with data or subsets of such data as listed above that are made available by FSA to NASS headquarters personnel, and ensure that the confidentiality of such data is maintained by NASS State offices in the same manner as such data are confidentially maintained by NASS headquarters personnel.

3. Mutual Agreements

(a) NASS and FSA will each assign a senior staff member who will serve in a liaison capacity. (b) NASS and FSA each agree to budget for and request appropriations to cover the performance of functions vested in the respective Services. (c) Any joint endeavors involving reimbursement or transfers of funds between the two Agencies for costs of special statistical data, data processing, or any other proposed or initiated requests will be handled in accordance with normal Government financial procedure, and will be properly documented by using form AD-672. (d) A copy of the Agreement will be distributed to each NASS State Statistical Office and each State and County FSA Office.

III. 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.

IV. DURATION

This MOU shall continue in force indefinitely, so long as Congress shall provide the necessary authority and funds for the Federal program of work; PROVIDED, however, that this MOU 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. This agreement supersedes the Agreement dated March 1, 1992.

IT IS SO AGREED:

FOR FARM SERVICE AGENCY

BY: James R. Little
Administrator, Farm Service Agency

DATE: 2/27/04

FOR NATIONAL AGRICULTURAL
STATISTICS SERVICE

BY: R. Ronald Boscher
Administrator, National Agricultural
Statistics Service

DATE: Feb 27, 2004