# MEMORANDUM OF UNDERSTANDING THE UNITED STATES DEPARTMENT OF AGRICULTURE BETWEEN THE NATURAL RESOURCES CONSERVATION SERVICE AND THE NATIONAL AGRICULTURAL STATISTICS SERVICE

RELATIVE TO THE
INTERCHANGE OF DATA AND STATISTICAL INFORMATION
AND
COORDINATION OF OUTREACH STRATEGIES

### LEGAL AUTHORITY

The Agricultural Marketing Act of 1946, U.S. Code Title 7, 1621-6127 and 2204g, the Agricultural Adjustment Act of 1938 (1938 Act), the Soil Conservation Act of 1935, as amended, and the Food Security Act of 1985, as amended.

### STATEMENT OF PURPOSE

This Memorandum of Understanding (MOU) establishes the framework for a relationship between the United States Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) 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.

Both agencies desire that activities under this MOU help foster and enhance the exchange of strategies (both traditional and non-traditional) for reaching and servicing underserved agricultural communities in the Nation, including American Indians, Alaska Natives, and Indian tribes. This MOU will help increase access into these communities to establish credibility and presence of NRCS and NASS, and increase participation in NRCS and NASS programs and services.

### **BACKGROUND**

NRCS and NASS have a long history of cooperation and coordination. Both agencies have organizations that provide their primary channel of communication to the public, and provide data and information to the Nation's farm operators and agricultural business sector.

Both NRCS and NASS address and advocate environmental stewardship of the Nation's natural resources. NRCS provides technical expertise and assistance. NASS and NRCS both summarize and report the positive strides the U.S. operators are making in demonstrating environmentally responsible decisions on their agricultural operations.

NRCS depends on NASS to provide county, State, and national crop production yield estimates for planning and implementation activities. NASS depends on NRCS to provide farm conservation 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. NASS and NRCS have a history of collaboration for such projects as the Conservation Effects and Assessment Project and the National Resources Inventory.

### RESPONSIBILITIES

Herein, both agencies will share outreach strategies to collectively integrate USDA customers, provide better communications, increase accessibility, and become better resources for all USDA customers.

Access and use of NRCS and NASS data will conform to the law or regulation authorizing the collection of the data and conform to the Office of Management and Budget data quality guidelines and standards.

# NRCS will:

- Assist NASS in developing and maintaining current lists of farm operators by providing guidance on the use of producer-level database files.
- Permit NASS to electronically access and store NRCS data to which NASS is granted direct access.
- Provide producer level information to NASS, and National Association of State Departments of Agriculture (NASDA) enumerators contracted by NASS, from various NRCS computer database files containing names, addresses, and associated information for use by NASS in the ongoing statistics programs.
- Include NASS efforts, including the update of the agricultural census, in briefings and presentations at the local, State, and national levels.
- Help inform all customers about the agricultural census.
- Through tribal liaisons, where a trust relationship has been developed with Indian tribes and others, introduce NASS staff and NASDA enumerators to tribal entities and community-based organizations, and explain the importance of collecting accurate agricultural census data.
- Maintain confidentiality of NASS data accessed.

### NASS will:

- Provide NRCS with current and historical statistical data as published and upon request.
- Maintain confidentiality of NRCS data accessed.
- Provide outreach mailings, at cost, to the targeted farm populations to notify operators of new or modified NRCS programs.
- Work with NRCS during Census of Agriculture content development to determine data needs of NRCS for use in developing statistically-based program allocations and customer segmentation analyses.
- Share efforts to help NRCS increase assistance to the socially-disadvantaged and underserved farm and ranch operators.
- Provide assistance to NRCS regarding statistical interpretation of data generated and developed from NASS surveys and Census operations.
- Include NRCS efforts in briefings and presentations at the local, State, and national level to strengthen USDA partnerships and services.

## MUTUAL UNDERSTANDING

- 1. NRCS, NASS, and their respective offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- 2. Nothing in this MOU shall obligate either NRCS or NASS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- 3. This MOU takes effect upon signature of the USDA agency representatives and shall remain in effect for no more than 5 years from the date of execution. This MOU may be extended or amended upon written request or the subsequent written concurrence of the other. Either NRCS or NASS may terminate this MOU with a 60-day written notice to the other.
- 4. NASS and NRCS will coordinate at least annually what specific data and information will be shared to meet the intent of this MOU.
- 5. NASS and NRCS will coordinate NRCS State office and NASS field office cooperation to access necessary data and information to meet the intent of this MOU.
- 6. A copy of this Agreement will be distributed to the NASS State Directors' offices and to the NRCS State Conservationists' offices.

# IT IS SO AGREED

FOR NATURAL RESOURCES CONSERVATION SERVICE

DATE: APR - 6 2007

FOR NATIONAL AGRICULTURAL STATISTICS SERVICE

R. Ronald Bosecker

Administrator, National Agricultural

Statistics Service

DATE: 4/17/07