



**RATIFICACIÓN DE MEMORANDUM OF AGREEMENT BETWEEN THE U.S. CENSUS BUREAU, U.S. DEPARTMENT OF COMMERCE, AND THE COMMONWEALTH OF PUERTO RICO CONCERNING THE CONDUCT OF CENSUS AND SURVEY ACTIVITIES IN PUERTO RICO**

Para ratificar el *Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico*, buscando que las estadísticas censales y demográficas sean lo más confiable, comparables y de rápido y universal acceso.

**Por cuanto**, los Capítulos 5 y 9 del Título 13 U.S.C. facultan y establecen el deber del *U.S. Census Bureau* de realizar censos y encuestas y a publicar las estadísticas resultantes de estas actividades.

**Por cuanto**, la Ley Núm. 11 de 27 de mayo de 1950, según enmendada faculta al Gobernador de Puerto Rico a formalizar acuerdos con departamentos, agencias, negociados o instrumentalidades del Gobierno de Estados Unidos que se dediquen a la labor de llevar a cabo censos, para que sean éstas las que conduzcan la labor de levantamiento de los censos de manufactura y negocios, población y vivienda, agricultura y cualesquiera otros censos en Puerto Rico.

**Por cuanto**, los Artículos 6(d) y (n) de la Ley Núm. 209-2003, según enmendada, conocida como la Ley del Instituto de Estadísticas de Puerto Rico, faculta al Instituto de Estadísticas de Puerto Rico (Instituto) a otorgar contratos y formalizar toda clase de documentos que fuesen necesarios o convenientes en el ejercicio de sus poderes y a formalizar acuerdos de colaboración con organismos gubernamentales, organismos del Gobierno Federal, organismos de otros países y organismos internacionales.

**Por cuanto**, el Artículo 5(a) de la citada Ley Núm. 209-2003, según enmendada faculta al Instituto a establecer criterios de calidad para los sistemas de recopilación de datos y estadísticas en las agencias gubernamentales, índices de desempeño, grado de confiabilidad de la información, adecuación y vigencia de los indicadores conforme con las necesidades de nuestro pueblo y los requerimientos de la economía moderna;

**Por cuanto**, el Artículo 5(k) de la citada Ley Núm. 209-2003, según enmendada faculta al Instituto a llevar a cabo por sí o mediante encomienda al efecto los estudios e investigaciones relacionados con los sistemas de recopilación de datos y estadísticas que así le soliciten las agencias gubernamentales, así como los gobiernos municipales y el Gobierno Federal;



**Por cuanto**, los Artículos 11(h) y (i) de la citada Ley Núm. 209-2003, según enmendada, dispone el deber y la facultad de la Dirección Ejecutiva del Instituto de representar o recomendar representantes del Gobierno del Estado Libre Asociado de Puerto Rico en reuniones de comités, seminarios, centros de estudio, conferencias y congresos, estatales, federales e internacionales, que versen sobre asuntos de estadística y en los cuales el Gobierno de Puerto Rico, o sus organismos, participen como organizadores, integrantes, observadores o de cualquier otro modo; y de formalizar acuerdos de colaboración con organismos gubernamentales, organismos del Gobierno Federal, organismos de otros países y organismos internacionales;

**Por cuanto**, el 20 de noviembre de 2014, el Gobernador Hon. Alejandro J. García-Padilla y el *U.S. Census Bureau* formalizaron el *Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico* (MOA), mediante el cual se deja sin efecto un acuerdo anterior entre el Gobierno del Estado Libre Asociado de Puerto Rico y el *U.S. Census Bureau* del año 1958, se dispone que el Instituto representará al Gobierno del Estado Libre Asociado de Puerto Rico ante el *U.S. Census Bureau*, y en su efecto se transfiere al Instituto la Oficina del Censo del Gobierno del Estado Libre Asociado de Puerto Rico.

**Por tanto**, la Junta de Directores del Instituto de Estadísticas de Puerto Rico en el ejercicio de las responsabilidades que se le confieren por Ley ratifica y adopta el referido *Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico*.

**Por tanto**, se aprueba que los funcionarios y empleados del Instituto de Estadísticas lleven a cabo todas las gestiones necesarias para asegurar la implantación efectiva del MOA, lo que incluye, sin que constituya una limitación, el:

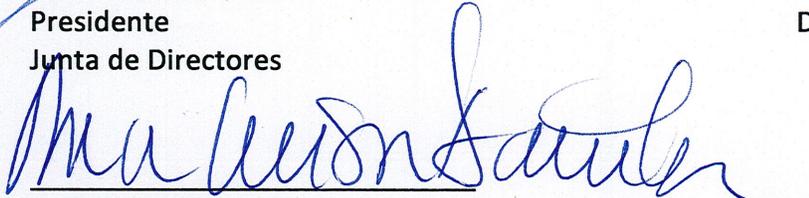
1. Notificar al Gobernador de Puerto Rico esta Resolución.
2. Hacer disponible esta Resolución en el portal oficial de Internet del Instituto.
3. Destinar los recursos disponibles del Instituto para asegurar la implantación efectiva del *Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico*.

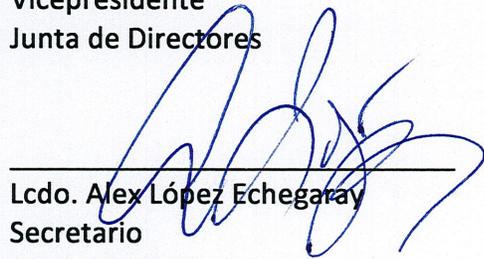


En San Juan, Puerto Rico, a 19 de diciembre de 2014.

  
Plan. Joel Meléndez  
Presidente  
Junta de Directores

  
Mario Marazzi Santiago, Ph.D.  
Director Ejecutivo

  
Dra. Ana L. Dávila  
Vicepresidente  
Junta de Directores

  
Lcdo. Alex López Echegaray  
Secretario  
Junta de Directores

Resolución Número 2014-06





**MEMORANDUM OF AGREEMENT  
BETWEEN THE U.S. CENSUS BUREAU, U.S. DEPARTMENT OF COMMERCE,  
AND THE COMMONWEALTH OF PUERTO RICO CONCERNING THE CONDUCT  
OF  
CENSUS AND SURVEY ACTIVITIES IN PUERTO RICO**

**I. PARTIES**

This document (hereinafter "umbrella agreement") constitutes an agreement between the Census Bureau, United States Department of Commerce, hereafter referred to as the CENSUS BUREAU, and the Commonwealth of Puerto Rico, acting by and through the public agency hereafter known as the PUERTO RICO INSTITUTE OF STATISTICS.

**II. AUTHORITIES**

The Census Bureau, the Commonwealth of Puerto Rico, and the Puerto Rico Institute of Statistics have the authority to undertake this agreement pursuant to:

- (1) Title 13 U.S.C., Chapters 5 and 9, which direct or authorize the Census Bureau to conduct censuses and surveys and to publish the resulting statistics.
- (2) Articles 6 (d) and (n) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, known as the Puerto Rico Institute of Statistics Act, which authorizes the Institute to award contracts and memoranda of agreement with federal government agencies.
- (3) Articles 5 (a) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, empowers the Puerto Rico Institute of Statistics to establish the quality criteria for the data and statistics compiling systems in the government agencies, performance indices, degree of reliability of the information, suitability and effectiveness of indicators pursuant to the needs of our people and the requirements of modern economics
- (4) Articles 5 (k) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, empowers the Puerto Rico Institute of Statistics to perform of its own accord, or by request to such effects, studies and investigations regarding the data and statistics

compiling systems as requested by government agencies, as well as the municipal governments and the federal government

- (5) Article 11 (h) and (i) of Act. No. 209 of August 28, 2003 of the Commonwealth of Puerto Rico, which empowers the Executive Director of the Puerto Rico Institute of Statistics to formalize agreements with state and federal government agencies.

Any addendum to this Agreement created to cover specific census or survey programs or activities will cite specific applicable authorities.

### **III. PURPOSE**

It shall be the policy of the Census Bureau, United States Department of Commerce, the Commonwealth of Puerto Rico and the Puerto Rico Institute of Statistics to conduct the various census and survey activities authorized for Puerto Rico under the provisions of Title 13 U.S.C. and to assure the efficient operation of these activities and the recognition of the special interests of Puerto Rico.

This document will act as a general overarching agreement between the Census Bureau and the Commonwealth of Puerto Rico. The parties will enter into appendices to cover specific census and survey activities. These appendices shall be drafted in conformity with the provisions of Title 13 U.S.C., with respect to the mandatory and confidential nature of the replies to census inquiries and all other applicable provisions of these and other statutes, regulating the conduct of census and survey activities.

The Office of Congressional and Intergovernmental Affairs (OCIA), in concert with the Office of Policy, Office of General Counsel and representatives of the various program areas of the Census Bureau, will coordinate the development and maintenance of this umbrella agreement and its appendices. OCIA shall act as the main contact and liaison between the Commonwealth of Puerto Rico and the Census Bureau.

This agreement is necessary and essential to further the mission of the Census Bureau in that it will promote cooperation and continue the long-standing relationship between Puerto Rico and the Census Bureau as well as assure the highest quality of census data.

### **IV. RESPONSIBILITIES OF THE PARTIES**

The Census Bureau will publish the results of censuses and survey activities conducted in Puerto Rico in such form and manner as required by law or regulation or otherwise as it deems appropriate. The Census Bureau shall include Puerto Rico in analysis and data acquisition in a manner uniform with and equal to that of the 50 states of the United States of America

The Puerto Rico Institute of Statistics will act as the single agency able to negotiate this Agreement and its Appendices with the Census Bureau regarding the conduct of censuses,

survey activities, and other partnership programs in Puerto Rico, such as the State Data Centers. Each Appendix will define the specific roles and responsibilities that are deemed necessary for each program or activity. The Executive Director of the Puerto Rico Institute of Statistics will represent the Commonwealth of Puerto Rico in all statistical matters, pursuant to the Puerto Rico Act No. 209 of 2003, Article 11(h).

Should Puerto Rico request a special census or survey or a special tabulation, the Census Bureau may agree to undertake that work on a separate, cost recovery basis. For the purposes of this agreement, a special census, survey, or tabulation shall be defined as any census, survey or tabulation that the Census Bureau is not required to perform by United States law (for example, United States Code). To cover these special services, the parties will execute an appendix to this agreement.

## V. CONTACTS

The contacts of each party to this agreement are:

**John H. Thompson**  
Director  
U.S. Census Bureau  
U.S. Department of Commerce  
Washington, DC 20233  
Phone: 301-763-2135  
Fax: 301-763-3761  
E-mail: john.h.thompson@census.gov

**Dr. Mario Marazzi Santiago**  
Executive Director  
Puerto Rico Institute of Statistics  
P.O. Box 195484  
San Juan, PR 00919-5484  
Phone: 787-993-3336  
Fax: 1-787-993-3346  
E-mail: mario.marazzi@estadisticas.gobierno.pr

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.

## VI. PERIOD OF AGREEMENT AND MODIFICIATION/TERMINATION

This agreement will become effective when signed by all parties and can be amended at any time by mutual consent of the parties. This agreement will remain in effect until December 31, 2024.

The parties will review this agreement in December 2017, and every three years thereafter, to determine whether it should be renewed or revised.

The provisions of each appendix to this agreement will be effective when signed by the parties and may be amended by at any time by mutual consent of the parties. Each appendix will be governed by a termination date stated therein, but may not extend beyond the effective date of this umbrella agreement. The parties may review this agreement and/or any appendix to this agreement at any time, upon request of either party.

Either party may terminate this Memorandum of Agreement or an appendix by providing 60 days written notice to the other party. Notwithstanding any termination of this agreement or its appendices, the Census Bureau will conduct census and surveys required by law or regulation.

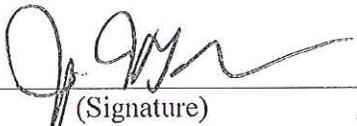
## VII. OTHER PROVISIONS

Should disagreement arise on the interpretation of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

This agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. This agreement supersedes any and all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. This agreement may not be modified or amended other than by a written instrument duly executed by authorized representatives of all parties.

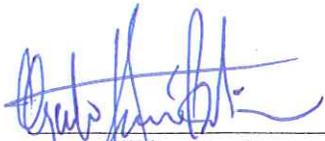
This agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In consideration of the foregoing, the parties hereby execute this Agreement.

  
\_\_\_\_\_  
(Signature)

John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce

10/22/2014  
\_\_\_\_\_  
Date



(Signature)

Alejandro J. García Padilla  
Governor  
Commonwealth of Puerto Rico

November 20, 2014

Date



## MEMORANDUM OF AGREEMENT ON THE CONDUCT OF THE 2020 CENSUS IN PUERTO RICO

(Appendix I to the Memorandum of Agreement between the U.S. Census Bureau,  
U.S. Department of Commerce, and the Commonwealth of Puerto Rico  
Concerning the Conduct of Censuses and Survey Activities in Puerto Rico)

Pursuant to the Memorandum of Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico Concerning the Conduct of Census and Survey Activities in Puerto Rico (hereinafter "Umbrella Agreement"), it is hereby agreed to conduct the 2020 Census of Puerto Rico in accordance with the following provisions:

### I. PERIOD OF AGREEMENT

1. This Agreement, Appendix I, will become effective and will run coterminous with the signed umbrella agreement. Notwithstanding any termination of this Appendix, the Census Bureau will conduct the 2020 Census program as required by 13 U.S.C. §§ 141, 182, 191, and 193.

### II. AUTHORITIES, PURPOSE, AND DESCRIPTION OF PROGRAM

1. The Census Bureau will conduct a census of population and housing in Puerto Rico, concurrently with the equivalent census in the fifty states of the United States (hereinafter referred to as "stateside"), as part of the 2020 Census program.
2. It is the interest of both the United States and Puerto Rico that the 2020 Decennial Census of Puerto Rico be conducted in such a manner that meets the needs of both governments in the most efficient and economical manner. The Decennial Census of Puerto Rico is authorized by Sections 141 and 191 of Title 13 of the United States Code and Law No.11 from the Commonwealth of Puerto Rico approved on March 27, 1950. Section 16 of Title 13 of the United States Code authorizes the Local Update of Census Addresses (LUCA) program, which provides for updating addresses through an exchange of information between the Census Bureau and designated liaisons from local units of general purpose governments, including Puerto Rico. Sections 182 and 193 of Title 13 authorize the Census Bureau to conduct interim surveys, as well as surveys in advance of, in conjunction with, or following

the decennial census. These sections of Title 13 authorize activities such as decennial testing.

3. The 2020 Census of Puerto Rico shall be conducted in a manner that is consistent with high standards of statistical reliability.
4. The Census Bureau will establish a temporary Area Office and Local Census Offices in Puerto Rico to manage and coordinate the 2020 Census program, subject to the availability of funds. The managers of the Area Office and Local Census Offices will be Census Bureau employees.
5. The Census Bureau will use the same questionnaire content for conducting the 2020 Census both stateside and in Puerto Rico.
6. The Census Bureau will prepare a calendar of operations to serve as a guide for planning and conducting the 2020 Census of Puerto Rico and will measure progress periodically against this schedule to assure the orderly accomplishment of all aspects of the program. The Census Bureau will keep the Puerto Rico Institute of Statistics informed of the progress of the 2020 Census operations in Puerto Rico.
7. The data products program for the 2020 Census, including tabulations and publications, will be the same as stateside for most data products. Statistical data will be tabulated using the same procedures as stateside to facilitate the timely release of data and maximize the quantity and quality of statistics available. Product layouts and schedules will also be the same as stateside.
8. The Census Bureau will publish the results of the 2020 Census of Puerto Rico in a form and manner consistent with the Census Bureau's stateside tabulation and publication program.

### **III. RESPONSIBILITIES OF THE PARTIES**

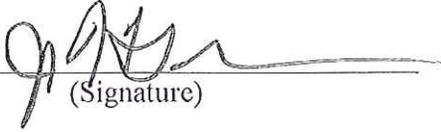
1. The Census Bureau will be responsible for the following:
  - a. Interviewing and testing candidates for jobs in connection with the 2020 Census of Puerto Rico;
  - b. Determining pay rates and selecting, appointing and training qualified persons for jobs deemed necessary in the conduct of the census;
  - c. Assuring these employees take an Oath or Affirmation to protect the confidentiality of the information collected by them, as required by the Section 9 of the Title 13 of the United States Code;
  - d. The procurement and distribution of maps, supplies and equipment, and the establishment of any special procedures required for the enumeration;

- e. The design, adaptation, translation, printing and distribution of questionnaires, instruction manuals, training materials, and related forms;
  - f. Processing of all census materials;
  - g. Providing all specifications needed for in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas. Office maps and copies of maps required by field staff will be prepared by the Census Bureau;
  - h. Establishing a 2020 Census of Puerto Rico outreach and promotion program and implementing this program with cooperation from the Commonwealth of Puerto Rico.
2. The Commonwealth of Puerto Rico will be responsible for the following:
- a. Cooperating with the Census Bureau in publicizing the 2020 Census of Puerto Rico;
  - b. As requested, assisting in outreach to identify possible candidates for filling field positions required for the enumeration;
  - c. Assisting the Census Bureau in obtaining planning information from sources within Puerto Rico, such as address and telephone lists, to be used for coverage improvement;
  - d. Assisting the Census Bureau in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas;
  - e. Cooperating with the Census Bureau on the Local Update of Census Addresses program and in the establishment of Complete Count Committees throughout the Island (these programs are designed to help ensure the accuracy of counts);
  - f. As requested, participating in the planning of the tabulations and publications.

#### **IV. OTHER PROVISIONS**

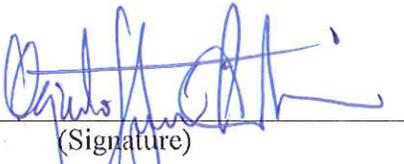
1. All persons involved in the 2020 Census of Puerto Rico and employed by the Census Bureau are subject to the provisions of the Privacy Act of 1974.
2. The confidentiality of data for individuals will be protected in conformity with the provisions of the Title 13 of the United States Code.
3. All aspects of the 2020 Census of Puerto Rico will be governed by the provisions of the Title 13 of the United States Code and the Acts of the Legislature of Puerto Rico relating to censuses, to the extent that the provisions of such Acts are not inconsistent with Title 13 of the United States Codes.

4. Unless otherwise provided in this Appendix, all provisions of the umbrella agreement remain in effect and govern the conduct of this Appendix.

  
(Signature)

10/22/2014  
Date

John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce

  
(Signature)

November 20, 2014  
Date

Alejandro J. García Padilla  
Governor  
Commonwealth of Puerto Rico



## MEMORANDUM OF AGREEMENT ON THE CONDUCT OF THE PUERTO RICO COMMUNITY SURVEY

(Appendix II to the Memorandum of Agreement between the U.S. Census Bureau,  
U.S. Department of Commerce, and the Commonwealth of Puerto Rico  
Concerning the Conduct of Census and Survey Activities in Puerto Rico)

Pursuant to the above-referenced Umbrella Agreement between the U.S. Census Bureau, U.S. Department of Commerce, and the Commonwealth of Puerto Rico concerning the conduct of census and survey activities in Puerto Rico, it is hereby agreed to conduct the Puerto Rico Community Survey in accordance with the following provisions:

### I. PERIOD OF AGREEMENT

1. This Agreement, Appendix II, will become effective and will run coterminous with the signed Umbrella Agreement. It may be terminated by either party upon providing 60-days written notice to the other party.

### II. AUTHORITIES, PURPOSE, AND DESCRIPTION OF PROGRAM

1. As part of the decennial census program, the Census Bureau will conduct the Puerto Rico Community Survey concurrently with the American Community Survey in the fifty states of the United States (hereinafter referred to as "stateside").
2. It is in the interest of both the Census Bureau and the Commonwealth of Puerto Rico that the Puerto Rico Community Survey, a component of the Decennial Census, be conducted in such a manner that it meets the needs of both governments in the most efficient and economical manner. The conduct of the Puerto Rico Community Survey is authorized by 13 U.S.C. §§ 141, 191, and 193.
3. The Puerto Rico Community Survey shall be conducted in a manner that it is consistent with high standards of statistical reliability.

4. A household sample will be drawn and a questionnaire covering population and housing items will be administered as part of the Puerto Rico Community Survey. The Puerto Rico Community Survey questionnaire will have the same content as the equivalent questionnaire used stateside.
5. The Census Bureau will use sampling and statistical estimation in various Puerto Rico Community Survey operations.
6. The Census Bureau will publish the results of the Puerto Rico Community Survey in a form and manner consistent with its total tabulation and publication program.
7. The Census Bureau will prepare a calendar of operations to serve as a guide for planning and conducting the Puerto Rico Community Survey and will measure progress periodically against this schedule to assure the orderly accomplishment of all aspects of the program. The Census Bureau will keep the Puerto Rico Institute of Statistics informed of the progress of the Puerto Rico Community Survey.
8. The Census Bureau will establish a limited on-the-ground presence in Puerto Rico to supervise and coordinate the Puerto Rico Community Survey. Staff will be employees of the Census Bureau.

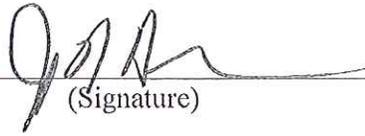
### **III. RESPONSIBILITIES OF THE PARTIES**

1. The Census Bureau will be responsible for the following:
  - a. Interviewing and testing candidates for jobs in connection with the Puerto Rico Community Survey;
  - b. Determining pay rates and selecting, appointing and training qualified persons for jobs deemed necessary in the conduct of the Puerto Rico Community Survey;
  - c. Assuring these employees take an Oath or Affirmation to protect the confidentiality of the information collected by them, as required by the Section 9 of the Title 13 of the United States Code;
  - d. The procurement and distribution of laptop computers, maps, supplies and equipment, and the establishment of any special procedures required for the enumeration;
  - e. The design, adaptation, translation, printing and distribution of questionnaires, instruction manuals, training materials, and related forms;
  - f. The content and design of the questionnaire and the data products program. Statistical data will be tabulated by means of procedures similar to those established for the states to facilitate the timely release of data and to maximize the quantity and quality of statistics ultimately available;

- g. Puerto Rico Community Survey materials will be processed by the Census Bureau in the United States;
  - h. All specifications needed for in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas will be provided by the Census Bureau. Office maps and copies of maps required by field staff will be prepared by the Census Bureau.
  - i. Establishing an outreach and promotion program for the Puerto Rico Community Survey and implementing this program with cooperation from the Commonwealth of Puerto Rico.
2. The Commonwealth of Puerto Rico will be responsible for the following:
- a. Cooperating with the Census Bureau in publicizing the Puerto Rico Community Survey;
  - b. As requested, participating in planning the tabulations and publications;
  - c. As requested, assisting in outreach to identify possible candidates for filling field positions required for the enumeration;
  - d. Assisting the Census Bureau in obtaining planning information from sources within Puerto Rico, such as address and telephone lists, to be used for coverage improvement;
  - e. Assisting the Census Bureau in the collection of maps, the certification of boundary information and the designation of appropriate statistical areas.

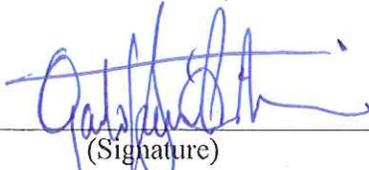
#### **IV. OTHER PROVISIONS**

1. All persons involved in the Puerto Rico Community Survey and employed by the Census Bureau are subject to the provisions of the Privacy Act of 1974.
2. The confidentiality of data for individuals will be protected in conformity with the provisions of the Title 13 of the United States Code.
3. All aspects of the Puerto Rico Community Survey will be governed by the provisions of the Title 13 of the United States Code, and the Acts of the Legislature of Puerto Rico relating to censuses, to the extent that the provisions of such Acts are not inconsistent with Title 13 of the United States Code.
4. Unless otherwise provided in this Appendix, all provisions of the umbrella agreement remain in effect and govern the conduct of this Appendix.

  
\_\_\_\_\_  
(Signature)

10/22/2014  
Date

John H. Thompson  
Director  
U.S. Census Bureau  
U.S. Department of Commerce

  
\_\_\_\_\_  
(Signature)

November 20, 2014  
Date

Alejandro J. García Padilla  
Governor  
Commonwealth of Puerto Rico