

NEW YORK STATE DATA CENTER AFFILIATE CONTRACT EXTRACT

WHEREAS, the Affiliate is a multi-county unit of local government established under New York State Municipal Law by action of Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates Counties; and

WHEREAS, the Affiliate is a non-sectarian entity; and

WHEREAS, the Affiliate is ready, willing and able to perform services for the Program in Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates Counties, New York (the "Project Area"); and

WHEREAS, the Law and Social Services Unit of the New York State Library, Program on Applied Demographics of Cornell University, and other New York State agencies agreeing to participate, serve as coordinating agencies to the State Data Center (the "designated coordinating agencies");

NOW, THEREFORE, the parties agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE AFFILIATE.

A. Services.

1. The Affiliate must have access to the INTERNET, World Wide Web, and e-mail and perform services for the Program in the Project Area, including, but not limited to, the following:

(a) Maintain Census Bureau statistical and geographical products, in print and electronic media, and related economic and demographic information;

(b) Provide assistance in locating and understanding Census Bureau and related data and information;

(c) Provide information services in answering Census Bureau data requests, including requests relating to access and use of Census Bureau data and requests relating to Census Bureau and Program products;

(d) Maintain a staff that is appropriately trained in the use of Census Bureau information, related data and reference sources, computer and electronic equipment, and the INTERNET.

(e) Maintain computer equipment and resources capable of fulfilling the Affiliate's duties and responsibilities required herein;

(f) Publicize the services provided by the Affiliate and the Program by means of newsletters, reports, promotional items, workshops, conferences, informational brochures, and/or publications, and provide the Department with a copy of such newsletters, reports, promotional items, informational brochures, and publications, and reasonable notice of such workshops and conferences;

(g) In the case of an academic affiliate, provide training and education for the academic and local communities in access to and the use of the Census Bureau information and related data and reference sources, including offering regular workshops on the same;

(h) In the case of an association affiliate, provide access to Census and related statistical data and reference sources to member organizations;

(i) Refer relevant inquiries to other affiliates of the Program, and the Department and its designated coordinating agencies;

(j) Attend at least one meeting, Program training workshop, or conference annually, as well as attend all Program meetings in the Project Area;

(k) Respond to inquiries of the Department and its designated coordinating agencies, as well as the Census Bureau, pertaining to the Program, its data products, user needs and functions;

(l) Perform such other services relating to the Program as the Department may from time to time request; and

(m) Notify the Director of the State Data Center of any changes in Affiliate contact person, address, phone number, or e-mail address within 15 days of such change.

2. Such services shall be performed by the Affiliate during the period commencing on January 1, 2011 and terminating on December 31, 2013, except as set forth herein.

B. Reports.

1. On or before April 1 of each calendar year, the Affiliate shall submit to the Department's Project Control Officer (the "DPC Officer") an annual report of its Program activities during the preceding Program Year in the form required by the DPC Officer. For purposes of this Agreement, the DPC Officer shall be the Department's State Data Center Director. For the purposes of this paragraph, the Program Year shall mean the year beginning January 1 and ending December 31 most immediately preceding the date the Affiliate's annual report is due. Failure to submit an annual report will initiate a review of the Affiliate's participation in the program.

2. Said annual report shall set forth the following:

(a) The number and type of requests received by the Affiliate, tabulated by the type of organization;

(b) The products developed using Census data;

- (c) Education and promotion of Census programs and products;
- (d) Assistance with Census operations;
- (e) Internet and technology systems; and
- (f) Such further information pertaining to the Program as the DPC

Officer may request.

C. Meetings.

The Affiliate shall make available any of its officers, employees or agents for consultation with the Department and the Census Bureau regarding the Program. The Affiliate shall notify the DPC Officer of all meetings of the Affiliate's governing body in which the Affiliate's participation in the Program will be considered, and shall permit the DPC Officer to attend or send a designee to such meetings.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT.

In full consideration for all of the services performed by the Affiliate in a manner satisfactory to the Department, the Department shall perform the following on behalf of the Affiliate:

A. Serve as the Affiliate's liaison with the Census Bureau and be responsible for notifying the Census Bureau of change(s) in the status, if any, of the Affiliate with the Census Bureau;

B. Provide the Affiliate with a basic collection of the Census Bureau's statistical resources reference documents, Census Bureau supplied CD-ROM's, and a reasonable number of copies of the New York State Data Center's publications;

C. Maintain for the Affiliate a library of machine-readable Census Bureau and New York State Data Center products as well as an inventory of said library products;

D. Upon request, provide the Affiliate with copies of computer files pertaining to the Program;

E. Train the Affiliate's Program staff in access to and use of the Census Bureau's data systems and products, and provide general technical assistance to the Affiliate regarding Census Bureau and New York State Data Center products;

F. Keep the Affiliate informed of new Census Bureau data acquisitions, newly available Census Bureau services, New York State Data Center developments, and inform the Affiliate about available Census Bureau or New York State Data Center training workshops;

G. Sponsor semi-annual meetings of the network of the affiliates of the Program;

H. Publish informational and promotional brochures on Program resources and services;

I. Provide for e-mail communication through the New York State Data Center Affiliate listserv; and

J. Provide clearinghouse functions for the distribution and dissemination of statistical information and resources pertaining to the Program.

III. TERMINATION OF AGREEMENT.

A. Right to Terminate.