



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE PEACE CORPS**

**AND**

**KRAFT FOODS GROUP, INC.**

## **I. Purpose**

The purpose of this Memorandum of Understanding ("MOU") between the Peace Corps and Kraft Foods Group, Inc. (Kraft Foods) (collectively, the "parties"), effective as of the signing of this document by both parties, is to provide a framework for collaboration on international activities when the interests and priorities of the two parties coincide and when such collaboration enhances the efficiency and effectiveness of each party.

In keeping with their respective programming priorities, the parties will seek to work with host country counterparts to collaborate in designing and implementing a broad range of activities at the grassroots level in designated countries in pursuit of sustainable community development. By combining the Peace Corps' grassroots presence and experience with Kraft Foods' technical and financial resources, the parties will seek together to support sustainable community development.

Each party to this MOU is a separate and independent organization. This MOU does not create any employment, partnership, agency, joint venture, or other similar legal relationship between the Peace Corps and Kraft Foods, and neither the Peace Corps nor Kraft Foods has the authority to bind or act on behalf of the other. As such, each party retains its own identity in providing services, and each party is responsible for establishing its own policies and financing its own activities, apart from Peace Corps activities that Kraft Foods may finance under this MOU. The Peace Corps will emphasize and provide guidance to its Volunteers and staff regarding the separateness of the Peace Corps and Kraft Foods. The undertakings of the parties under this MOU are subject to their respective authorities, policies, and priorities, and the availability of funds. Nothing in this MOU constitutes one party's authority for, involvement in, or approval of any fundraising activities engaged in by the other party or any of its affiliates. Peace Corps staff, Peace Corps Volunteers and Peace Corps Response Volunteers shall at all times remain respectively, Peace Corps staff and Peace Corps Volunteers, and Kraft Foods employees shall at all times remain Kraft Foods employees, during any period of collaboration between the parties.

## **II. Background**

For 50 years the Peace Corps has been placing Volunteers in the rural communities of developing countries to address local needs for trained manpower. In June 2010, the Peace Corps completed a Comprehensive Agency Assessment, which recommended the Peace Corps focus on a limited and targeted number of technical interventions, standardize core technical training materials, and ensure Peace Corps staff and Volunteers are appropriately trained in technical areas. The Peace Corps has named this effort the Focus In/Train Up (FITU) strategy. It calls upon the Peace Corps to:

- Maximize the impact of what Volunteers do best;
- Focus on and scale-up a limited number of highly effective projects;
- Provide world-class training and comprehensive support to prepare and support Volunteers to be effective in those projects; and

- Measure and evaluate impact to improve performance, better serve the communities in which Peace Corps works, and better articulate the impact and value of the Peace Corps.

In support of FITU, the Peace Corps has identified six programming sectors, and each sector includes “focus in” areas that more specifically define the scope of Volunteer activities within those sectors. The Peace Corps’ sectors are health, education, youth in development, agriculture, environment, and community economic development. Because Volunteers are integrated into local communities, they are well positioned to attend to development needs that cross sector boundaries. Increased collaboration with strategic partners, such as Kraft Foods, allows the Peace Corps to better prepare Volunteers to make contributions to host country development needs.

Sustainable development begins with host countries. Host country governments decide on their own needs, priorities, and development strategies. They should do so based on evidence and experience and in consultation with their development partners, including donors, civil society, and the private sector. At the country level, partners can engage in meaningful dialogue on a common framework for action, identify how resources align against strategic priorities, and determine how to address gaps and make adjustments. The Peace Corps has the opportunity to play a vital local leadership and technical role, connecting communities with these efforts while providing insights, lessons learned, and feedback on the human impact. This approach is consistent and overlaps with the Peace Corps’ goal of providing technical assistance, training, and resource support and participation in cultural exchange.

### **III. Mission**

#### **Peace Corps**

The purpose of the Peace Corps is to help the people of interested countries in meeting their need for trained men and women; to help promote a better understanding of Americans on the part of the peoples served; and to help promote a better understanding of other peoples on the part of Americans.

The Peace Corps fulfills its mission by making it possible for American citizens to serve as Volunteers in developing countries and participate in the development efforts of their host communities.

#### **Kraft Foods**

The purpose of Kraft Foods is to be a global snacks powerhouse with an unrivalled portfolio of brands people love. Kraft Foods supports sustainable agriculture for key commodities and community development programs in strategic locations. Kraft Foods principally does this by collaborating with other entities. Kraft Foods may from time to time engage third parties to work with the Peace Corps on certain activities to fulfill the purpose of a project developed under this MOU. All terms and conditions under this MOU are applicable to such collaborations.

#### **IV. Authority**

##### **The Peace Corps**

The Peace Corps was initially established by President John F. Kennedy pursuant to Executive Order 10924, dated March 1, 1961. Formal legislation authorizing the establishment of the Peace Corps followed with the passage of the Peace Corps Act, Public Law 87-293, enacted on September 22, 1961.

##### **Kraft Foods**

Kraft Foods is a Virginia Corporation authorized by its Board of Directors to, among other things, engage in collaborations such as this to fulfill its business objectives.

#### **V. Organizational Structure**

##### **The Peace Corps**

The Peace Corps is headquartered in Washington, D.C. and currently provides Peace Corps Volunteers to 75 countries. With support from Peace Corps headquarters, the Peace Corps post in each country works with the host country government to determine in-country programming.

The role of the Peace Corps Volunteer is that of a facilitator and capacity-builder, enabling people to continue their own development efforts. Peace Corps posts train and assign qualified Volunteers to projects that align with the host government's development priorities. Placement of Peace Corps Volunteers is determined in-country by the Peace Corps post to support project implementation, and with due consideration for safety and security issues and the availability of housing, among other factors. Within communities, the Peace Corps assigns Volunteers to schools, community organizations, and other entities to help build capacity. Volunteers do not replace full-time employees, but rather enhance the work of their local counterparts.

Peace Corps Response provides qualified professionals the opportunity to serve in rewarding, short-term assignments, in various programs around the world. Although Peace Corps Response Volunteers differ from Peace Corps Volunteers in their length of service, their assignments are based on the Peace Corps philosophy of promoting participatory approaches to community development that builds local capacity and skills.

Peace Corps Volunteers and Peace Corps Response Volunteers shall hereinafter be referred to collectively as "Volunteers."

##### **Kraft Foods**

Kraft Foods is a publicly traded U.S. corporation that does business in approximately 170 countries. Kraft Foods manufactures biscuits, confectionery products, cheeses, grocery products, and convenient meals. Twelve of the company's brands earn more than \$1 billion annually—

including *Oreo*, *Nabisco* and *LU* biscuits; *Milka* and *Cadbury* chocolates; *Trident* gum; *Jacobs* and *Maxwell House* coffees; *Philadelphia* cream cheeses; *Kraft* cheeses, dinners and dressings; *Oscar Mayer* meats; and *Tang* powdered beverage. Kraft Foods' manufacturing and distribution processes are complex. It conducts operations in more than 80 countries with 220 manufacturing and processing centers worldwide. Of those facilities, 101 are located within the company's developing markets segment.

Kraft Foods does not own or operate farms or processors of raw materials. To promote sustainable agriculture and community development in its supply chain, Kraft Foods supports projects for key commodities in strategic locations.

### **Kraft Foods Spin-Off**

Kraft Foods' parent company plans to separate its operations into two independent public entities (together with their respective affiliates, the "Spin-Off Companies") through a spin-off (the "Spin-Off"). Kraft Foods, Kraft Brands, or any other Spin-Off Company, in its sole discretion may elect to do one or more of the following, and agrees to discuss with and notify the Peace Corps of its election: (i) provide for, assign or transfer all or any portion of its participation (including any funding contributions) under this MOU to any Spin-Off Company, or (ii) amend or terminate this MOU in whole or in part in accordance with the provisions of Section XI. of this MOU. Terms and conditions under this MOU apply to the above-referenced actions to be taken by Kraft Foods, Kraft Brands, and the Spin-Off Companies.

## **VI. Areas of Cooperation**

Within the broad scope of their respective authority, missions, policies, and priorities, the parties may agree to carry out specific collaborative activities that support sustainable community development. Activities may include work in the following sectors: community economic development, youth in development, education, agriculture, health, and environment. These activities may take place in countries of shared interest, including: Belize, Costa Rica, Dominican Republic, Ethiopia, Ghana, Madagascar, Malawi, Paraguay, Peru, South Africa, Swaziland, Uganda, and Zambia. Within these countries, the parties may agree to collaborate in geographic areas of mutual interest. Such collaboration will align with the current and future programming of the Peace Corps and the strategic interests of Kraft Foods.

### **A. Goal and Objectives of the MOU**

Through this MOU, the Peace Corps and Kraft Foods will seek to support the development of sustainable communities where Peace Corps Volunteers may be assigned and where Kraft Foods may be supporting sustainable agriculture and community development projects. To achieve this goal, mutually identified objectives of this MOU may include:

1. Furthering the development of small-scale community activities in countries and, within those countries, geographic areas of shared interest.

2. Deepening the technical capacity of Peace Corps Volunteers and their community counterparts working in countries and, within those countries, geographic areas of shared interest.

**B. Responsibilities of the Parties**

To implement this MOU, the parties assume responsibilities, minimally defined as follows:

1. The Peace Corps agrees, subject to its statutory authority, regulations, policies, programming priorities, and the availability of funds, to:
  - Promote collaborative relationships between Peace Corps posts and headquarters offices and Kraft Foods by facilitating institutional interfaces and informing them as to the purpose, terms, and conditions of this MOU; and
  - Identify opportunities for collaboration between the Peace Corps and Kraft Foods business units or sustainable agriculture projects on activities that complement the interests and priorities of each party, where appropriate.
2. Kraft Foods agrees to:
  - Promote collaborative relationships between Kraft Foods business units or sustainable agriculture projects and the Peace Corps by facilitating institutional interfaces and informing them as to the purpose, terms and conditions of this MOU;
  - Identify opportunities for collaboration between Kraft Foods business units or sustainable agriculture projects and the Peace Corps on activities that complement the interests and priorities of each party, where appropriate; and
  - Support Peace Corps Volunteer and community counterpart training and activities through the provision of financial resources, as may be agreed to for each collaborative project.

**C. Types and Scope of Activities**

Through this MOU, activities on which the Peace Corps and Kraft Foods may agree to collaborate include:

1. On a country-by-country basis, collaboratively designing and implementing activities that consider the needs, interests, capacities and resources of each party and local beneficiaries;
2. Orienting Peace Corps and Kraft Foods staff, and Peace Corps Volunteers, to the organizational missions of each party, with the aim of advancing philosophical and operational synergies; and encouraging the open exchange of information and ideas that further the objectives of the MOU and strengthen organizational ties;

3. Supporting and informing the development of training materials and participating in each other's training events, as appropriate, to enhance impact and sustainability; extending Kraft Foods training to Peace Corps Volunteers and community counterparts working in geographic areas of shared interest; identifying community leaders as potential participants in Kraft Foods leadership programs; and supporting the development of communities of practice among Volunteers and connecting them with Kraft Foods experts;
4. Funding from Kraft Foods to support small scale community projects to implement activities in geographic areas of shared interest through the Peace Corps' existing mechanisms (e.g. Peace Corps Partnership Program) in determining the sectors and geographic areas of those small grants activities;
5. Arranging for highly skilled Peace Corps Volunteers working in geographic areas of shared interest to take on special responsibilities, such as coordinating the activities of other Peace Corps Volunteers; providing these Volunteers with Kraft Foods training; and upon their completion of Peace Corps service, considering returned Peace Corps Volunteers for fellowships or internships with Kraft Foods business units in the United States;
6. Promoting among local partners the opportunity to request the placement of Peace Corps Volunteers to help build the capacity of those local partners, and working to fulfill those requests;
7. Promoting Peace Corps Volunteer opportunities through Kraft Foods networks;
8. Linking returned Peace Corps Volunteers with employment opportunities with Kraft Foods;
9. Monitoring and evaluating the work that takes place under the MOU;
10. Informing the public, as appropriate, and with advance written agreement of both parties, of cooperative efforts outlined in this MOU, and in the Activity Descriptions (as defined below) issued hereunder; and
11. Collaborating in other ways as agreed upon by the parties.

All activities relating to collaboration under this MOU, including those that require a transfer of funds from Kraft Foods to the Peace Corps, must be clearly set forth in an activity description ("Activity Description") before the commencement of such programs or activities. A template of the Activity Description is attached hereto and made a part hereof as Annex 1. No provision in an Activity Description will conflict with any terms or conditions of this MOU. Each Activity Description, including funding levels as appropriate, must be approved by designated representatives at Peace Corps headquarters in Washington, D.C., and Kraft Foods Corporate Affairs in Chicago before any activities may commence.

Activity Descriptions will include, at minimum: (1) a description of the activity and objectives; (2) performance indicators and expected results, as appropriate; (3) a proposed

timeline; (4) the amount of funding, as appropriate, that Kraft Foods agrees to transfer to the Peace Corps to support the activity described in the Activity Description; (5) a budget describing the proposed use of those funds; (6) reporting requirements, in accordance with applicable law, regulations, and Peace Corps policies; and (7) designation of project managers from the appropriate Peace Corps and Kraft Foods offices.

#### **D. Administration and Coordination**

Participation in the MOU is at the discretion of each Peace Corps post or headquarters office and Kraft Foods headquarters or its business units. At the discretion of each, staff will meet to discuss collaborations, consistent with the terms, conditions and objectives of this MOU.

Peace Corps staff in the Office of Intergovernmental Affairs and Global Partnerships (IGAP) at Peace Corps/headquarters in Washington, D.C., will administer this MOU. Kraft Foods staff within Corporate Affairs in Chicago will administer this MOU. IGAP and Corporate Affairs will be supported in their work by additional Peace Corps headquarters and field staff and Kraft Foods staff, as required.

#### **VII. Resources**

Any commitment of financial resources by Kraft Foods to the Peace Corps must be in writing and shall be subject to each party's internal review process and any applicable law, regulations, policies, and donor requirements. Upon signature of Activity Descriptions under this MOU that include provision of financial resources, Kraft Foods will disburse the full funding amounts to the Peace Corps, unless otherwise stated in the Activity Description. The payment mechanism to the Peace Corps will be by wire transfer, accompanied by a copy of the signed Activity Description delivered to the Peace Corps point of contact set forth in Section X.

Use of the Peace Corps name and logo is restricted by law and Peace Corps policy. The use of the name, emblem and/or logo of each party by the other party shall be allowed only in the case of particular projects undertaken pursuant to an Activity Description and with prior written approval. At no time will the Peace Corps name and logo be used by Kraft Foods, Kraft Brands, Spin-Off Companies, affiliates, subsidiaries, agents, representatives, partners, contractors, officers, employees, successors, or other related parties of Kraft (collectively, "Related Parties") to promote or endorse Kraft Foods or the Related Parties or any goods, products or services of any of them.

All press releases or public statements referencing this MOU or any Activity Description must be approved by both parties, in writing, before public release or disclosure.

#### **VIII. Reporting Requirements**

For activities implemented with funding from Kraft Foods under each Activity Description under this MOU, the Peace Corps will provide annual progress reports pegged to the Peace Corps fiscal year describing the activities undertaken, the results of the collaboration (including the progress toward achieving the objectives identified therein), challenges and



successes of the collaboration, and a summary of future activities under the Activity Description. The report will be completed within 60 days of the end of the Peace Corps fiscal year.

Kraft Foods recognizes that the Peace Corps is an agency of the U.S. government required to account for appropriated and donated funds in accordance with the laws and regulations governing agencies of the U.S. government. The Peace Corps will account for funds provided under this MOU or any implementing document in the same manner as it accounts for other donations and will provide Kraft Foods with the same information it provides other entities that donate funds to the Peace Corps.

#### **IX. Review**

Representatives of the Peace Corps and Kraft Foods will meet annually, on or around the anniversary date of this MOU, to evaluate progress in the implementation of the MOU and to revise and develop new plans as appropriate. The parties will establish measures of success and methodologies for tracking progress of the MOU. Six months before the termination date of the MOU, the parties will meet to determine whether the MOU will be extended. If the MOU is not extended, any current Activity Descriptions will expire at the expiry of the MOU.

#### **X. Points of Contact**

##### **Administration of the MOU:**

Peace Corps  
1111 20th Street, NW  
Washington, D.C. 20526  
Attention: Jeff West, IGAP  
Phone: (202) 692 1766  
Email: [jwest@peacecorps.gov](mailto:jwest@peacecorps.gov)

Kraft Foods  
Bournville Place,  
Bournville,  
Birmingham,  
B30 2LU,  
United Kingdom  
Attention: Jonathan Horrell  
Director Sustainability  
Phone: +44 (0) 7990 775091  
Email: [jhorrell@mdlz.com](mailto:jhorrell@mdlz.com)

#### **XI. Term/Amendments and Extensions/Termination**

This MOU will be effective upon signature by both parties and will remain in effect for five (5) years, unless terminated sooner by either party as provided below.

This MOU may be amended or extended in writing signed by both parties. Either party may terminate the MOU or a given Activity Description with 30 days prior written notice to the other party, and upon such notice, the parties will cooperate to promptly terminate the activities carried out under the MOU in an orderly and cost-effective manner. The collaboration between the parties set out in the MOU is not exclusive. Each party reserves the right to enter into similar arrangements with other parties at its sole discretion.

In witness thereof, the parties hereto execute this MOU as of the later of the dates set forth below.

For the Peace Corps:	For Kraft Foods Group, Inc.:
By: <u>Carrie Hessler-Radelet</u>	By: <u>Anne Alonzo</u>
Name: Carrie Hessler-Radelet	Name: Anne L. Alonzo
Title: Acting Director	Title: Vice President, Global Public Policy
Date: <u>9-24-12</u>	Date: <u>9-24-12</u>

**Annex**  
**Activity Description Template**  
**The Peace Corps/Kraft Foods MOU**

**[Activity Title]**

*Reference is hereby made to that certain MOU signed between the Peace Corps and Kraft Foods (the "parties"), dated as of September \_\_\_\_, 2012. This activity description is being entered into by Peace Corps /[[post or office] and Kraft Foods/(business unit) in accordance with the terms and conditions of the MOU.*

PEACE CORPS POSTS/OFFICES: PLEASE COMPLETE THIS ACTIVITY DESCRIPTION.

KRAFT FOODS: EMPLOYMENT COUNSEL AND BU COUNSEL SHOULD REVIEW THIS ACTIVITY DESCRIPTION.

PLEASE KEEP IN MIND THAT THE PARTIES ARE SEPARATE AND INDEPENDENT ORGANIZATIONS PER SECTION I. OF THE MOU. ANY COLLABORATION, FUNDED OR OTHERWISE, BETWEEN THEM SHOULD MAINTAIN SUCH SEPARATENESS OF THE PARTIES.

**1. Activity Description and Objectives**

Peace Corps/(post/office) and Kraft Foods/(business unit) agree to work together to carry out (activity title). This Activity Description reflects the spirit, and terms and conditions of the MOU, which promotes sustainable community development in countries and, within those countries, geographic areas of shared interest to the parties.

(IN THE CASE OF funded ACTIVITY DESCRIPTION): In pursuit of this joint activity, Kraft Foods agrees to provide the Peace Corps with \$XXX,XXX. Funds will support the activities described in this section of this Activity Description in accordance with the budget provided in Section 3 hereof. Except as agreed otherwise by the parties, all terms and conditions of the MOU apply to activities carried out under this Activity Description.

**A. Background**

[Please refer to the language in the MOU and build upon that information to make this activity description post/office-specific. Include the background of the activity, statement of need, etc.]

Under this Activity Description, the Peace Corps and Kraft Foods will:

- *(insert SMART objectives of the Activity Description)*

[Identify the project area that will be supported through this Activity Description, if applicable, including a short description of what Volunteers would do in that project. Identify any opportunities to support cross-sectoral programming priorities, if applicable.]

## B. Activities

[Provide a description of activities to be carried out under this Activity Description. The following are illustrative activities that may be included in an Activity Description as areas of collaboration. Such collaborations will be identified by Peace Corps posts or headquarters office and Kraft Foods as a point of mutual interest. Please update the highlighted texts with specific information about the proposed collaboration. Funds under this Activity Description may support the following activities, as agreed to by the parties.]

### *1. Staff, Travel, and Administrative Support*

Staff, travel, training, and other reasonable administrative costs to broadly promote and support activities of mutual interest to the Peace Corps and Kraft Foods, or to implement activities described within the Activity Description (e.g., travel costs associated with site development or consultants to support implementation of this Activity Description).

### *2. Training-- Workshops and Conferences*

Training of Peace Corps Volunteers, host country and community counterparts, and Peace Corps host country national staff (e.g., in-service training, technical workshops, and conferences). The Peace Corps has a unique capacity to identify appropriate host country nationals for inclusion in training opportunities and workshops. Such trainings may occur within the country or at a regional level.

### *3. Assessment, Evaluation, and Project Development*

Needs assessments and performance evaluations to assist project or program development, as well as document results of current projects or programs. Monitoring of projects or programs and reporting of results implemented in support of this Activity Description or the Peace Corps/Kraft Foods MOU.

Technical assistance to the Peace Corps to enhance project design and development.

### *4. Information Development, Dissemination, and Knowledge-Sharing*

Acquisition of technical manuals, journals, materials and supplies for individual projects, audio-visual equipment, and other equipment and supplies, including Internet connectivity and license fees for copyrighted materials. This includes the development, reproduction, and dissemination of technical manuals and similar materials in the absence of suitable materials already available.

Exchanges of information that leverage the strengths of the respective parties and other experts.

*5. Small Grants*

Implementation of small-scale projects that Volunteers and their community counterparts or communities may undertake.

*6. Peace Corps Volunteer Activities*

Activities specifically designed to be carried out by Peace Corps Volunteers in conjunction with their host organizations and/or Kraft Foods partners supporting the goals and objectives of the Activity Description in aligned countries and geographical focused areas.

*7. Other collaboration*

Other national, regional, or global initiatives that respond to the goals of the MOU or the Activity Description, as desired by the parties and mutually agreed upon through this Activity Description.

**2. Timeline**

[Provide an anticipated timeline for carrying out the project, including estimated dates for Volunteer inputs, workshops, and other significant deliverables.]

**3. Anticipated Results and Indicators**

[Identify the anticipated results or outcomes from the partnership with Kraft Foods. Be specific.]

- [List of anticipated results]
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[Identify the performance indicators that will be used to monitor progress under the activity description. To the extent possible, the indicators should align with the Peace Corps' standard sector indicators and summary indicators already identified for the six Peace Corps sectors.]

- [List of anticipated performance indicators]
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#### 4. Monitoring and Evaluation

[Each activity description should include a description of a monitoring and evaluation process, including a plan for reporting project outcomes, and should estimate sufficient funding for the M & E work.]

#### 5. Budget

Funds are allocated to budget categories and line items as follows:

<b>Staff, Staff Travel and Administrative Support</b>	<b>\$0</b>
<b>Training – Workshops and Conferences</b>	<b>\$0</b>
<b>Assessment, Evaluation, and Project Development</b>	<b>\$0</b>
<b>Information Development and Dissemination/Knowledge Sharing</b>	<b>\$0</b>
<b>Peace Corps Volunteer Activities</b>	<b>\$0</b>
<b>Grants</b>	<b>\$0</b>
<b>Other Collaboration</b>	<b>\$0</b>
<b>Agency Overhead (15%)</b>	<b><u>\$0</u></b>
<b>TOTAL COSTS</b>	<b>\$</b>

#### 6. Reporting

The Peace Corps will provide progress reports and financial reports consistent with the terms and conditions of the MOU.

#### 7. Peace Corps and Kraft Foods Project Managers

##### Peace Corps

[Name]  
[Title]  
[Office]  
[Address]  
[Phone]  
[Fax]  
[Email]

##### Kraft Foods

[Name]  
[Title]  
[Office]  
[Address]  
[Phone]  
[Fax]  
[Email]