

MEMORANDUM OF UNDERSTANDING BETWEEN PEACE CORPS AND THE NATIONAL PEACE CORPS ASSOCIATION

This Memorandum of Understanding (MOU) sets forth the understanding between the Peace Corps, an independent federal agency under the Executive Branch of the United States Government, and the National Peace Corps Association (NPCA), a 501(c)(3) non-profit entity, to establish a formal framework for collaboration on joint activities.

I. BACKGROUND AND PURPOSE

The National Peace Corps Association and Peace Corps have a history of collaboration with each other. The parties have engaged in formal partnership in the past through cooperative agreements and contracts for NPCA to supply World View Magazine to currently serving Peace Corps Volunteers. NPCA and the Peace Corps have also collaborated informally through meetings, presentations, and participation in events and initiatives supporting Third Goal efforts such as the Peace Corps' 50th Anniversary celebrations, annual RPCV Career Conferences, and the NPCA Annual Gathering.

To further capitalize on these similar collaborations, the Peace Corps and NPCA intend to collaborate and implement activities in furtherance of the Three Goals of the Peace Corps mission.

II. MISSION

The 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.

The National Peace Corps Association

The purposes of the National Peace Corps Association are to be the alumni association for returned Peace Corps Volunteers and staff; to coordinate the network of organizations based on Peace Corps experiences and values; to become the essential resource for and about the Peace Corps community and to provide an organization for anyone interested in the mission and work of the Peace Corps; to educate Americans about other counties and cultures and to facilitate engagement in global issues; and to support the Peace Corps and to promote policies consistent with its mission, goals values and activities.

III. 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. Section 18 of the Peace Corps Act provides, inter alia, that the Peace Corps shall, as appropriate, encourage, facilitate, and assist activities carried out by former volunteers in furtherance of the Third Goal.

The National Peace Corps Association

The National Peace Corps Association was incorporated on July 13, 1983 under the General Non-Profit Corporation Act of the State of North Carolina.

IV. ORGANIZATIONAL STRUCTURE

The Peace Corps

The Peace Corps is headquartered in Washington, D.C., and currently has field program operations providing Peace Corps Volunteer service to 65 countries. The Peace Corps trains and assigns qualified Volunteers to projects designed to promote the development priorities of cooperating countries. The Peace Corps recognizes cross cultural awareness and grass roots development programming as elements that contribute to mutual understanding and international cooperation. In response to requests from interested countries, the Peace Corps currently provides Peace Corps Volunteers to work in health, education, environment, agriculture, small business, and youth development projects. Peace Corps projects are developed separately in each country in collaboration with host country counterpart agencies and address pressing needs at the community level. The work of individual Peace Corps Volunteers contributes to the accomplishment of goals set forth in the country-level project plans developed in collaboration with the host government. The role of a Peace Corps Volunteer is that of a facilitator and capacity-builder, enabling people to continue their own development efforts. Specific placement of Peace Corps Volunteers is determined locally by the Peace Corps post with consideration for safety and security issues, availability of housing, and the assignment's contribution to the project plan. Volunteers are typically assigned to work in a community for a period of two years.

Peace Corps Response provides opportunities for Volunteers to undertake short-term, high impact assignments in various programs around the world. The length of service for a Peace Corps Response assignment ranges from three to twelve months. Peace Corps Response Volunteers work in the following main program areas: Agriculture and Environment, Business/NGO Development and Information Technology, Community and Youth Development, Disaster Preparedness and Response, Education and Teacher Training, and Health and HIV/AIDS. Although Peace Corps Response Volunteers differ from Peace Corps Volunteers in their length of service, their assignments incorporate Peace Corps' principles of skills and capacity building, and community-based programming and participation.

The National Peace Corps Association

NPCA was founded in 1979 and is headquartered in Washington, D.C. NPCA is a 501 (c) (3) nonprofit organization whose mission is to champion lifelong commitment to Peace Corps ideals. NPCA provides services and education opportunities that support the Peace Corps' programs and operations and build on the Peace Corps experience, promoting a vital and robust Peace Corps. The goals of NPCA are to help the Peace Corps be the best that it can be and help returned Peace Corps Volunteers (RPCVs) and RPCV groups thrive. This is accomplished by contributing to, and supporting the betterment and expansion of the Peace Corps and by engaging, connecting, informing and promoting RPCVs and RPCV groups to build on their Peace Corps values and experience.

V. AREAS OF COOPERATION

- A. Under this MOU, subject to certain limitations applicable to each party, the Peace Corps and NPCA intend to collaborate on areas of mutual interest that may include, but are not limited to, activities and initiatives that serve to educate the public on the Peace Corps and its mission, programs, and activities and highlight joint Third Goal activities and NPCA efforts on Third Goal activities.
- B. The parties further intend, in connection with any collaboration under this MOU as set forth below, that:
 - 1. The Peace Corps reserves and retains the right to establish and direct programs and activities in accordance with all applicable legal authorities. Moreover, the Peace Corps will not be engaged or involved in, or collaborate with NPCA on, or promote or publicize NPCA's advocacy or fundraising, or membership drives, or any activities that do not directly relate to the Peace Corps' mission.
 - 2. NPCA reserves and retains the right to establish and direct its activities in accordance with its governing charters and rules.
 - 3. Within 60 days of signing this MOU, the Peace Corps and NPCA, working collaboratively, will begin discussions and development of potential activities designed to carry out the purpose of this MOU. Such discussions and planning will seek to identify, prepare, and plan for implementation of specific activities, and identify expected outcomes of these activities.
- C. Administration and Coordination

 Each party will identify a liaison to provide overall coordination of the MOU.

D. Type and Scope of Potential Activities

The parties intend to work collaboratively to identify types of activities and define the scope of such activities that may include, but is not limited to activities that: support and advance the Three Goals of the Peace Corps; support mutual efforts contributing to Peace Corps Volunteer recruitment; to the extent legally permissible share and exchange information and data relevant to mutual interests, activities and objectives; mutually promote joint initiatives that create greater awareness of the Peace Corps and the Peace Corps experience; support future and ongoing Volunteer service; support the promotion and enhancement of Peace Corps' RPCV career offerings; support and strengthen activities of RPCV groups related to the Third Goal; promote community service, diversity and inclusion, and other mutually advantageous activities and initiatives.

VI. ROLES AND RESPONSIBILITIES

- A. Subject to applicable statutory authorities, regulations, policies, programming priorities, and the availability of funds, the Peace Corps intends:
 - 1. To designate an individual(s) within the Peace Corps to coordinate with NPCA on the activities and efforts under this MOU.
 - 2. To actively identify areas of mutual interest for collaboration, and reduce duplication of effort, as appropriate.
 - 3. To share information and data, as appropriate.
 - 4. To share technical assistance materials and resources, as appropriate and available.
 - 5. To publicize activities and events of the NPCA in accordance with the purposes of the MOU, as appropriate.
- B. Subject to its charter, by-laws and rules, and the availability of funds, NPCA intends:
 - 1. To designate an individual(s) within the NPCA to coordinate with Peace Corps on the activities and efforts under this MOU.
 - 2. To actively identify areas of mutual interest for collaboration and reduce duplication of effort, as appropriate.
 - 3. To share information and data, as appropriate.
 - 4. To share technical assistance materials and resources, as appropriate and available.
 - 5. To publicize activities and events of the Peace Corps in accordance with the purposes of the MOU.

VII. RESOURCES

Collaboration on particular programs and activities, and any commitment of financial resources by either party, must be agreed upon by both parties and documented in writing, such as an implementing document, prior to the commencement of any such collaboration or the transfer of any financial resources. Any such collaboration or commitment of financial resources shall be subject to the internal review processes of each party and any applicable law, regulation and policy. Any Peace Corps post collaboration with NPCA will require notification and consultation with the appropriate Peace Corps Headquarters offices.

VII. USE OF PEACE CORPS NAME AND LOGO

Under Peace Corps Director Carol Bellamy, the Peace Corps has authorized NPCA, with certain limitations, to use the Peace Corps name and (emblem) logo in connection with its Peace Corps related activities. This authorization includes the use of the Peace Corps name and Peace Corps logo on items intended for sale, provided the proceeds of such sales are used exclusively to support the Peace Corps related activities of NPCA. In other words, the proceeds are to be used to support NPCA's Third Goal activities. (Such letter authorizing such use of the Peace Corps name and logo by NPCA is attached as Attachment 1 to this MOU.) This authorization by the Peace Corps does not extend to any other design, drawing, print, rendition, or representation of the Peace Corps name. Therefore, the use of the official seal, emblem (logo) or name of the Peace Corps by NPCA shall be allowed only in accordance with the authorization letter described above, or prior approval of the Peace Corps, or other written permission by the Peace Corps.

VIII. PUBLICITY AND PRESS

The Peace Corps and NPCA will jointly develop and approve publicity materials and press releases regarding the parties' activities and efforts undertaken pursuant to this MOU. Neither party shall distribute or disseminate any publicity materials or press releases regarding such joint activities and efforts without the others' prior approval.

IX. REVIEW

Representatives of NPCA and the Peace Corps will conduct review(s) to evaluate the parties' collaborative efforts under this MOU, and accordingly, to revise such as appropriate. The particulars regarding such review and evaluation will be determined by the parties by the first anniversary of the signing of the MOU. Six (6) months prior to the termination date of the MOU, the Parties will consult with each other to determine whether the MOU will be extended or renewed.

X. GENERAL PROVISIONS

Effective Date; Term; Amendments; Termination

This MOU is effective for five (5) years upon the signature of the parties, and may be extended or renewed in writing by mutual agreement of the parties. The parties may amend, modify, or supplement this MOU in writing by mutual agreement and consent. Either party may terminate this MOU by providing the other party thirty (30) days written notice.

Each party to this MOU is a separate and independent organization. As such, each organization retains its own legal identity and is responsible for its own policies and activities. This MOU does not create any employment, legal partnership, agency, joint venture or other similar legal relationship between the parties, and neither the Peace Corps nor NPCA has the authority to bind or act on behalf of the other.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the undersigned officials.

For THE PEACE CORPS:

For the NATIONAL PEACE CORPS

ASSOCIATION:

Carrie Hessler-Radelet

Director

Glenn Blumhorst

President

Date: しん

Date

ate:

Mr. Chic Dambach, Executive Director Peace Corps Association 1900 L Street N.W. Washington, D.C.

Re : Use of Peace Corps Name and Logo

Dear Mr. Dalmbach:

This letter is to advise you that the Peace Corps authorizes the Peace Corps Association to use the words "Peace Corps" and the symbol that appears at the top of this letter (known as the Peace Corps logo) in connection with its Peace Corps related activities.

This authorization includes the authority to reproduce the Peace Corps logo and the words "Peace Corps" on items intended for sale, provided the proceeds of such sales (exclusive of the costs of production and sale) are used exclusively to support the Peace Corps related activities of the Peace Corps Association, including the administrative costs of the Peace Corps Association.

It is expected that any such uses shall be in good taste and not result in adverse reactions or embarrassment to the Peace Corps or the Peace Corps Association. This authorization does not include any uses that have, or appear to have, an association with any candidate for elective office. Neither the Peace Corps name nor the logo shall be used in connection with any lobbying activity, but this prohibition shall not be interpreted to prevent the use by the Association of its stationery in normal correspondence with members of Congress or Congressional Committees with respect to matters directly affecting the Peace Corps.

The authority herein granted is granted for the sole purpose of assisting the Peace Corps to carry out its legislatively mandated mission and may be withdrawn without advance notice if the Peace Corps, in its sole discretion, determines that a continuation of the authorization no longer serves that purpose. The authorization of use of the Peace Corps name and logo granted herein does not include authority to authorize use by others.

Sincerely,

Carol Bellamy Director

Use of the Peace Corps Logo

The Peace Corps has recently formally authorized the Peace Corps Association to use the familiar red, white and blue waving flag logo in connection with its activities and on materials offered for sale to support the Peace Corps mission. Peace Corps' ownership of the logo, which was derived from a poster submitted by David Battle of Yellow Springs, Ohio to the 10th Anniversary Peace Corps poster contest, had been questioned by Mr. Battle. Mr. Battle's claim has been settled, and the Peace Corps now has unquestioned title to the design.

By law, the words "Peace Corps" may only be used to designate the programs authorized by the Peace Corps Act. Unauthorized use can result in criminal prosecution. The Peace Corps has, in the past, selectively authorized use of the Peace Corps name by organizations primarily composed of of former Peace Corps Volunteers who are engaged in activities supporting the Peace Corps. Because it lacked clear title to the logo, it has not felt able to authorize its use until now.

There have recently been a few attempts by unrelated groups to capitalize on the wide recognition and excellent reputation of the Peace Corps by making use of its name and logo for purposes not related to the Peace Corps. The Peace Corps has required an immediate cessation of any such uses and intends to continue exercising firm control over use of both the name "Peace Corps" and the logo.

Any use of the words "Peace Corps" or the logo without explicit permission from the Peace Corps ia not allowed or appropriate. Please contact the Peace Corps Office of General Counsel (202/606-3114) if you need more information.