

2015-18
MEMORANDUM OF UNDERSTANDING
between
PEACE CORPS
and
ROTARY INTERNATIONAL



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This Memorandum of Understanding is entered into by and between the Peace Corps, an independent agency under the Executive Branch of the United States government, located at 1111 20th Street, NW, Washington, D.C. 20526 ("Peace Corps"), and Rotary International, an Illinois not-for-profit corporation, located at 1560 Sherman Avenue, Evanston, IL 60201 ("RI"), (each a "Party" and collectively the "Parties").

Whereas:

- The Peace Corps promotes world peace and friendship by making it possible for American citizens to serve as Volunteers in developing countries and participate in the development efforts of their host communities, promoting mutual understanding between Americans and the peoples served;
- RI is an organization of business and professional leaders united in more than 34,000 Rotary clubs worldwide, who provide humanitarian service, encourage high ethical standards in all vocations, and help build goodwill and peace in the world;
- The Peace Corps and RI operate in many of the same countries and Peace Corps Volunteers and Rotarians have collaborated on projects in literacy, water and sanitation, and health; and
- Peace Corps Volunteers live and work as members of local communities during their two years of service and many become Rotarians upon their return home.

Now, therefore, in consideration of the Parties' desire to cooperate in order to pursue their common objectives in advancing sustainable community development, world understanding, and peace, the Parties agree as follows:

ARTICLE I

PURPOSE OF THE MEMORANDUM

The purpose of this Memorandum of Understanding ("MOU") is to set forth the understandings and intentions of the Peace Corps and RI regarding their common objectives in countries where both Peace Corps and RI have a presence.

ARTICLE II

MEETINGS AND CONSULTATIONS

As appropriate, the Peace Corps and RI intend to invite each other to send representatives to attend conferences, expert group seminars, and other meetings which either Party is organizing.

ARTICLE III

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. The Peace Corps and RI intend to keep each other informed of major developments of mutual interest to the efforts of the Parties as defined under this MOU. The Peace Corps and RI intend to appoint their respective points of contact for consultation and coordination, as needed, on any activities contemplated under this MOU.
2. The Peace Corps, subject to any applicable restrictions, and RI intend to exchange, to the fullest extent possible, information and publications on matters of common interest as defined in this MOU, and to distribute, as feasible and appropriate, such documentation within their respective organizations and to other interested groups.
3. When appropriate, and subject to any applicable law, other agreement, or the necessary requirements of each Party, information and documentation relating to specific projects or programs may also be exchanged between the Parties, with a view to attaining better complementary action and effective cooperation between the Parties.
4. RI and the Peace Corps intend to keep all information, materials or data, identified as confidential information and furnished by the other Party or prepared by the other Party in accordance with this MOU, unless otherwise mutually agreed upon in writing, or to the extent required to be disclosed pursuant to applicable law or a requirement or request by a judicial, legislative, administrative, or other governmental body. RI and Peace Corps do not intend to copy, reproduce, distribute or otherwise disseminate in any form or media, any information, materials, data or documentation in whole or in part for purposes other than those for which it is furnished. All such items remain the property of the originating Party. These provisions do not impose an obligation upon either the Peace Corps or RI with respect to any confidential information (a) that was in the recipient's possession

before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party not owing a duty of confidentiality to the disclosing party; or (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the owner of such confidential information.

5. RI and Peace Corps intend to promote, as appropriate and in accordance with the provisions of Article IV, 3, local collaborations and their outcomes in each organization's internal and external publications.

ARTICLE IV

COLLABORATION AND COOPERATION

1. Within the broad scope of their respective authority, missions, policies and priorities, and subject to the availability of funds, the Peace Corps and RI may decide to carry out collaborative activities in countries where both Peace Corps and RI have a presence. Within these countries, Peace Corps posts and Rotary districts may coordinate at the country level with support from Peace Corps/headquarters and RI/headquarters. Forms of collaboration may include Rotarian support of community-initiated projects through the Peace Corps Partnership Program, development and implementation of Rotary club or district-sponsored projects, and training and knowledge exchange between Peace Corps Volunteers and Rotarians with relevant expertise or country knowledge. Both Parties will encourage local Rotary clubs to express interest through their district governors. Any collaborative activities at the post level should be mutually determined by the Peace Corps posts and Rotary districts or local Rotary clubs based on their respective capacity and programmatic interests. Prior to commencing particular programs and activities, the Peace Corps and RI or any affiliates or related entities may need to agree upon an implementing document. Any such collaboration or commitment of financial resources, other than through the Peace Corps Partnership Program, will be subject to the respective internal review processes of the Peace Corps and RI.
2. The Peace Corps and RI may, as appropriate, promote opportunities for networking and collaboration between Rotarians and Returned Peace Corps Volunteers in the United States.
3. To further support their cooperation, each Party will provide the other Party with the opportunity to review and approve in writing any public communication and publicity materials produced by one Party that refers to the other prior to public distribution. The Peace Corps may reproduce the name, trademark, service mark, or logo of RI only with prior written consent and in accordance with the policies and procedures of RI. RI may reproduce the name, trademark, service mark, or logo of Peace Corps only with the prior written consent and in accordance with the policies and procedures of the Peace Corps. Nothing herein is intended to cause either Party to be construed as a licensee or assignee of the other Party. Neither Party intends for

the other Party to acquire any rights in its name, trademarks, service marks or logos for any purpose whatsoever.

ARTICLE V

AMENDMENTS, TERMINATION AND RENEWAL, OTHER PROVISIONS

1. This MOU is effective on the date signed by both Parties and terminates on May 3, 2018. This MOU may be extended or modified in a signed writing by the Parties. The Parties should conduct reviews, as appropriate, regarding their collaboration under this MOU, and at least sixty (60) days before the expiration of this MOU, evaluate activities conducted to determine whether to renew or expand their collaboration.
2. Either Party may terminate this MOU at any time with or without cause by providing written notice to the other Party. Upon termination of this MOU, RI and the Peace Corps should cooperate on actions to be taken concerning any collaboration which may be in progress.
3. Each Party intends to finance its own activities, other as provided under this MOU relating to donations to PCPP projects or other Rotary club or district sponsored activities. Neither Party is responsible for any expenses incurred by the other Party unless specifically agreed to in advance in writing. Nothing in this MOU constitutes the Peace Corps' or Rotary's endorsement of, authority for, involvement in, or approval of, any fundraising activities engaged in by either of them.
4. Nothing in this MOU is intended to be deemed or construed by the Parties or any third party as creating the relationship of partnership, joint venture or principal and agent between the Peace Corps and RI. The Parties intend to maintain their own separate and unique missions and mandates, and their own accountabilities. Neither Party has the authority to bind or act on behalf of the other.
5. If any provision of this MOU is determined to be illegal, invalid or unenforceable, the Parties intend for the remaining provisions of this MOU to remain in full force and effect, if the essential terms and conditions of this MOU for both Parties remain valid, legal and enforceable.
6. No amendment or waiver of any provision of this MOU should be effective unless it is in the form of a writing signed by the parties. A waiver by either party of any terms or conditions of this MOU in any one instance should not be deemed or construed to be a waiver of any terms or conditions for the future. Unless otherwise specifically stated herein, all remedies and rights set forth in this MOU are not exclusive but are cumulative to any rights or remedies now or subsequently existing at law, in equity, or by statute.
7. This MOU constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein.

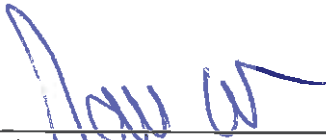
All prior and contemporaneous negotiation and agreements between the parties on the matters contained herein are expressly merged into and superseded by this MOU. The Parties may collaborate or develop separate guidance regarding implementation of the activities contemplated under this MOU.

8. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor an obligation to participate in any projects, conferences, seminars or other activities.

IN WITNESS WHEREOF, the undersigned representatives of the Peace Corps and of Rotary International have signed this present Memorandum of Understanding as of the date and year set forth below.

For Rotary International

For the Peace Corps



John P. Hewko
General Secretary



Carrie Hessler-Radelet
Director

5/3/15

Date

5.3.2015

Date