



MEMORANDUM OF UNDERSTANDING

Between

U.S. Department of Agriculture

And

U.S. Farmers and Ranchers Alliance

In Furtherance of the Promotion of U.S. Agriculture and U.S. Agricultural Products

This Memorandum of Understanding ("MOU") is made and entered into on May 23rd, 2019, between the U.S. Department of Agriculture ("USDA") and the U.S. Farmers and Ranchers Alliance ("USFRA") in furtherance of promoting the image of, and enhancing consumer and public confidence in, U.S. agriculture and U.S. agricultural products.

Article 1: Purpose

The purpose of this MOU is to establish a continued framework for a cooperative public/private collaboration to promote and enhance consumer and public confidence in U.S. agriculture and U.S. agricultural products. The intent of the Parties to this MOU is to provide opportunities for individual and collaborative efforts between the Parties and by third parties on behalf of U.S. agriculture. Through this MOU, the Parties aim to engage in activities and programs, both jointly and separately, which are intended to:

1. Promote U.S. agriculture and U.S. agricultural products.
2. Build awareness of the importance of U.S. agriculture to the U.S. rural economy.
3. Reinforce the relationship between what U.S. farmers produce and what U.S. consumers eat.
4. Support awareness of U.S. agriculture's key role in an environmentally-sustainable food value chain.
5. Drive demand for U.S. agricultural products in both domestic and overseas markets.

Article 2: Parties

USDA-The mission of USDA is, in pertinent part, to provide economic opportunity to rural American and promote agricultural production that better nourishes Americans while also helping feed others throughout the world. USDA's Strategic Goals for FY2018-2022 include "Maximiz(ing) the ability of American agricultural producers to prosper by feeding and clothing the world", "Promot(ing) American agricultural products and exports," and "Facilitat(ing) rural prosperity and economic development."

UUSFRA- USFRA consists of more than 90 farmer- and rancher-led organizations and agricultural partners representing virtually all aspects of U.S. agriculture, working to engage in dialogue with consumers who have questions about how today's food is grown and raised. USFRA brings together

representatives from agriculture (farmers, ranchers, agriculture suppliers, farm/commodity and agribusiness leaders, agricultural trade media), food industry (CPGs, retailers, brands, food trade media) and other stakeholders and thought leaders in the food value chain (NGOs and CEOs in the food, agriculture and sustainability space, high-profile digital channels and authorities, business and sustainability media). USFRA is committed to continuous improvement and supporting U.S. farmers and ranchers' efforts to increase confidence and trust in today's agriculture.

Article 3: Authority

USDA derives its authority to enter into this MOU through its core mission: to promote American agricultural products, to facilitate rural prosperity and economic development. As stated in pertinent part in the statute establishing USDA in 1862, signed by President Lincoln, the purpose of USDA is to "acquire and to diffuse among the people of the United States useful information on subjects connected with agriculture in the most general and comprehensive sense of that word." A key component of successfully completing this mission is promoting American agriculture and American agricultural products. This MOU helps enable USDA to fulfill its mission.

USFRA derives its authority to enter into this MOU through its establishment as a 501(c)(6) non-profit organization created by farmers and ranchers, with its mission, as stated in its Articles of Incorporation, to engage in activities and conduct programs "to assist farmers and ranchers in the United States, and organizations representing farmers and ranchers in the United States, in promoting the message to consumers and the general public that modern production agriculture feeds the world in a cost-effective, science-based and safe manner" and to promote U.S. agriculture and U.S. agricultural products.

Article 4: Background

U.S. agriculture faces an increasingly competitive environment in which to promote its products. While individual food companies and individual commodity organizations conduct promotional activities intended to benefit their company or producers of their commodity, U.S. agriculture as a whole lacks a holistic and positive promotional message covering all production and all products. This MOU is intended to facilitate activities to deliver such a message.

When USDA was established in 1862, 58% of the U.S. population farmed or lived on farms. This means that the majority of U.S. consumers were closely connected to agriculture, either directly or indirectly. In 2019, it is estimated that no more than 2% of the American population farms or lives on farms. This means that consumers are becoming increasingly removed from the process of agricultural production. Offering U.S. consumers stories and data to improve their understanding of agricultural production and its value to our food supply and rural economies can build support for U.S. agriculture and encourage purchasing that supports U.S. farmers and ranchers.

By promoting the image of U.S. agriculture and agricultural products abroad, the U.S. can more successfully market its products in overseas markets. 95% of the world's consumers live outside the United States and U.S. producers grow and produce far more products than can be sold in the domestic market. It is therefore vital for U.S. agricultural producers and others in the U.S. agricultural value chain to access foreign markets.

The Parties recognize and acknowledge that it is vital to compete in these markets, not on a commodity-by-commodity or product-by-product basis, but by developing a positive perception of U.S. agricultural

excellence in which all U.S. agricultural products may benefit. It is the common goal of the Parties to work together and promote the image of U.S. agriculture and U.S. agricultural products both at home and abroad. By combining resources and knowledge to work toward a common goal, the Parties will achieve a whole greater than the sum of its parts.

Article 5: Statement of Mutual Interest and Benefits

By entering into this MOU, the Parties acknowledge their mutual interest in promoting U.S. agriculture and U.S. agricultural products. The Parties propose to pursue this common goal by conducting promotional activities, either separately or jointly.

In partnering with USFRA, as an industry-funded entity uniquely tasked with promoting U.S. agriculture across all commodities, USDA recognizes the unique opportunity to coordinate strengths and resources to help promote U.S. agriculture. In partnering with USDA, USFRA recognizes the unique opportunity to coordinate strengths and resources in the common promotion of U.S. agriculture with the U.S. agency tasked with promoting U.S. agriculture, nutrition and the rural economy. There is substantial mission overlap between the Parties and in the creation of this public-private partnership to promote US agriculture and U.S. agricultural products.

Article 6: Statement of Program Development

Whereas, USDA and USFRA have common goals of promoting U.S. agriculture and U.S. agricultural products, the Parties agree to the following:

1. The Parties will undertake programs and activities aimed at promoting U.S. agriculture and U.S. agricultural products and enhancing consumer awareness and understanding of U.S. agriculture.
2. The Parties will discuss opportunities for collaboration on programs and activities to be conducted under this MOU.
3. The Parties will explore the creation of one or more promotional campaigns which may include logos and other promotional elements, and which can be utilized by the Parties and third parties to achieve the purpose of this MOU.
4. The Parties may consider how third parties which share the goals of this MOU may participate in the programs and activities to be conducted hereunder, including with respect to using any assets generated in association with the programs and activities conducted under this MOU.
5. USDA consider participation in USFRA-convened gatherings in addition to other gatherings of food value chain thought leaders and other key stakeholders to advance programs and activities to achieve the purpose of this MOU.
6. USDA will endeavor to participate at a senior level in selected USFRA and other food industry events, conferences, and meetings related directly the subject of the MOU where USDA may have a booth or other participatory presence (including one or more Public Service Announcements and one or more appearances by the Secretary or Deputy Secretary of Agriculture) to disseminate USDA's promotional messages.

7. The Parties will discuss, and may jointly develop and implement, communications strategies, activities and initiatives.
8. The Parties will work collectively to create one or several clearly defined messages that both Parties could amplify using their social media platforms to communicate the promotional messages developed under this MOU, and to collectively utilize social media platforms to promote the initiative.
9. The Parties will explore the conduct of programs and activities for the purpose of driving demand for U.S. agricultural products in foreign markets. This may include incorporation of programs, activities, or assets generated hereunder, in the Foreign Market Development and Market Access Program.
10. The Parties agree to review and assess the effectiveness of any programs, activities and promotional messages developed pursuant to this MOU on a periodic basis.

Article 7: Remarks by the Secretary of Agriculture

In connection with executing this MOU, and for the purpose of achieving the goals of this MOU, the Secretary of Agriculture will speak at the Honor the Harvest Event in Newburg, Maryland on June 5, 2019.

Article 8: Principal Contacts

The principal contacts for this MOU are:

USDA
Bruce Summers
Administrator
USDA Agricultural Marketing Service
U.S. Department of Agriculture
1400 Independence Ave., S.W.
Washington, DC 20250

USFRA
Erin Fitzgerald
CEO
16020 Swingley Ridge Road Suite 300
Chesterfield, MO 63017

Article 9: Miscellaneous/Statements of Application and Limitations

- A. The Parties will meet to review implementation of this MOU and to recommend any appropriate modifications.

- B. The MOU will not restrict the Parties from implementing separate programs and/or participating in similar activities or arrangements with other public or private agencies, organizations or individuals.
- C. It is the policy of USDA not to endorse any commercial enterprise or product; therefore, USFRA may not suggest USDA endorsement of any program and/or initiative unless approved by USDA.
- D. No funding collected pursuant to an agricultural checkoff program proscribing use of funds for any manner for the purposes of influencing governmental policy or action shall be used for such purpose.
- E. USDA and the USFRA and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- F. Nothing in the MOU shall obligate either USDA or USFRA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and USFRA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- G. This MOU takes effect upon the signature of USDA and the USFRA and shall remain in effect for three years from the date of execution. The MOU may be extended or amended upon written request of either USDA or USFRA and the subsequent written concurrence of the other Party. Either USDA or USFRA may terminate this MOU with a 60-day written notice to the other Party.
- H. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

For the U.S. Department of Agriculture:

For the U.S. Farmers and Ranchers Alliance:



 Greg Ibach
 Under Secretary



 Chip Bowling
 Chairman

Date: 5.22.19

Date: 5/22/19