#### CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

# VOLUNTEER AGREEMENT including WAIVER, RELEASE, and INDEMNIFICATION

# **Farmer-to-Farmer Program**

For Assignments Outside The United States

I,	, (the "Volunteer") have agreed to participate in the	
	"Program") funded by the U.S. Agency for International	
Development "USAID") under a	Leadership Award granted to Catholic Relief Services - United	
States Conference of Catholic Bis	hops ("CRS"). I understand that my participation in the Program	
will require my placement	(the "Placement Country") from,	
20 through,	20, inclusive. I understand that I am participating in the	
Program as a Volunteer, that I	am not required to participate in the Program and that my	
participation is wholly voluntary.	I have read and understand the Consular Information and	
any Public Announcement issued by the United States Department of State on or before the		
date of this Agreement for the Placement Country, which reminds Americans of any ongoing		
threats of terrorism, violence	and criminal activity there. In spite of any such Public	
Announcement which remains in	effect, I have decided to travel to The Placement Country and to	
participate in the Program there. In consideration of the opportunity to participate in the Program,		
the receipt and sufficiency of which is hereby acknowledged, I agree as follows:		

#### 1. Assumption of Risk, Release of Claims and Indemnification.

I understand and hereby acknowledge that I have carefully reviewed, fully understand and will abide by the directives and recommendations for Americans contained in the U.S. State Department Consular Information concerning travel to, in and around the Placement Country, as well as the Public Announcement, if any, currently in effect for the Placement Country; that I am aware of and understand the risks and considerable dangers of travel to, in and around the Placement Country, including but not limited to the dangers to my own health, life, personal safety and property posed by, among other things, crime (e.g., kidnappings, shootings, armed banditry, sexual assaults, other crimes of violence, acts of terrorism, assaults, burglary, extortion, carjacking, robberies, break-ins, pick pocketing, confidence games, credit card fraud, etc.), rebel and insurgent activity, terrorist bombings, violence, civil unrest, religious/ethnic tensions and violence, security concerns, other acts of terrorism, poor and unmaintained roads, and public transportation, and that such risks are associated with my participation in the Program, as well as with any activities I undertake which are not associated with the Program or sponsored or controlled by CRS, such as independent travel during vacation periods, periods of time extending beyond the termination of the Program, or other periods in which I am not participating in Program activities. I further acknowledge that at times during the Program I may be many hours from the nearest medical care or treatment, that available medical treatment may not equate with the level of care available in many U.S. hospitals, and that these conditions and the remoteness of some of

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CRS-Legal/RT Rev. 2014.V6 my travel in the Placement Country may subject me to additional risks of injury, disease, death or damage to my personal property; and, that any injuries or damage I do sustain may grow more severe or lead to my premature death due to the remoteness of the location, the lack of quick access to quality medical care in some instances, and/or the poor quality of the roads or available transportation in some areas. I HEREBY ASSUME, KNOWINGLY AND VOLUNTARILY, EACH OF THESE RISKS AND ALL OF THE OTHER RISKS WHICH COULD ARISE OUT OF OR FROM MY PARTICIPATION IN THE PROGRAM OR IN ACTIVITIES INCIDENT THERETO.

- (b) I, individually, and on behalf of my family, spouse, heirs, successors, assigns and personal representatives, hereby **RELEASE** and **FOREVER DISCHARGE** CRS, and its respective employees, agents, servants, officers, trustees, contractors and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program, any related or independent travel, and any activities, excursions, side trips or field trips in which I participate during the Program, irrespective of whether or not they are sponsored, supervised or controlled by CRS in any manner.
- (c) I, individually, and on behalf of my family, spouse, heirs, successors, assigns and personal representatives, hereby agree to **INDEMNIFY, DEFEND** and **HOLD HARMLESS** CRS and its respective employees, agents, servants, officers, contractors, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, which arise out of, occur during, or are in any way connected with or related to my participation in the Program, any related or independent travel, and any activities, excursions, events or field trips in which I participate during the Program, irrespective of whether or not they are sponsored, supervised or controlled by CRS in any manner.

#### **2. Volunteer Responsibilities.** I acknowledge and understand that:

- (a) I am responsible for performing all VOLUNTEER work **in a professional manner** assigned to me by CRS pursuant to the Program, and that my performance of such work shall be under the immediate supervision of the Farmer-to-Farmer Program Director in the Placement Country or his/her authorized representative;
  - (b) I am responsible for obtaining a passport at my expense;
- (c) I am responsible, if CRS requests, for obtaining the required visa upon arrival in country, and that CRS shall reimburse me for the costs I incur in obtaining the visa;
- (d) I am responsible for obtaining a medical pre-clearance from my physician, and I am required to be covered by a valid medical insurance policy, which I have accurately identified in the Addendum to this Agreement, and which is valid for coverage in the U.S. prior to and through at least the month following the assignment;
  - (e) I will not receive any monetary compensation from CRS for my participation in the

Program; however, CRS shall provide me a *per diem* stipend to cover normal and customary living expenses;

- (f) I am responsible for the payment of all personal expenses incurred during my participation in the Program and that I may not incur any expenses on behalf of CRS without prior written authorization:
- (g) I am required to attend orientation sessions provided by CRS regarding the Program;
- (h) I am required to comply with all applicable rules, regulations, policies and procedures of CRS;
- (i) I am required to abide by the CRS "Social Media and Blogging Guidelines" for Farmer to Famer Volunteers attached to this Agreement as Appendix B;
- (j) I am required to behave at all times in a responsible, respectable, and mature manner.

#### **3. CRS' Responsibilities.** I acknowledge and understand that:

- (a) CRS is responsible for the arrangement and the payment of all costs related to my travel to, from, in and around the Placement Country, including without limitation transportation to and from my place of work, as well as for arranging and paying for my transportation from the airport to my housing accommodations upon my arrival in the Placement Country and for local field travel as required by CRS.
- (b) CRS is responsible for securing and paying all costs related to my housing accommodations in the Placement Country.
- (c) If the Placement Country requires visa application prior to travel, CRS shall pay for and assist procurement of all required visas prior to travel to the Placement Country;
- (d) CRS shall provide me a per diem stipend to cover normal and customary living expenses.
- (e) CRS shall arrange for and provide medical and emergency evacuation insurance coverage for me during my assignment in the Placement Country.

#### 4. <u>Standards of Conduct; Termination</u>.

(a) I agree to abide by the individual and group standards appropriate to the cultural setting of the Program, including the laws and standards of conduct of the Placement Country, and to comply with CRS' rules and regulations regarding behavior whether or not such rules and regulations are specific to the Program. I also acknowledge that I have read and understand my obligations as set forth in the CRS "Safeguarding" attached to this Agreement as Appendix A, and that my signature on this Agreement substitutes for the signature required on the

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Acknowledgement form of that Policy.

- (b) If my actions or behavior violate U.S., local, or national laws and/or CRS rules and regulations, or are judged to be injurious or an impediment to the Program, seriously offensive to the culture of the Placement Country, violative of or threatening to the rights or welfare of another and/or damaging to CRS's reputation, I acknowledge that CRS may, in its sole discretion, impose sanctions up to and including termination of this Agreement and my expulsion from the Program.
- (c) Notwithstanding any other provision of this Agreement, either CRS or I may terminate this Agreement and my participation in the Program for any reason prior to the end of the assignment period upon written notice.

#### 5. Health and Safety.

- (a) I hereby represent and warrant that I have or will secure a policy of comprehensive health and accident insurance that provides coverage, throughout the duration of the Program for injuries and illnesses I sustain or experience, which will be valid for coverage in the U.S. prior to and through at least the month following the assignment in the Placement Country. I acknowledge and understand that I am responsible for providing CRS with documentation of such policy prior to my departure to the Placement Country. By my signature below, I certify that my health insurance policy will adequately cover me while in the United States, and I absolve CRS of all responsibility and liability for any injuries (including death), illnesses, claims damages, charges, bills, medical evacuation or repatriation costs, medical treatment costs and all other expenses I may incur as a result of my participation in the Program. I agree to report to CRS any physical or mental condition I have that may require special medical attention or accommodation during the Program at least thirty (30) days prior to departure.
- (b) CRS may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I authorize CRS to take any such action, including but not limited to, admitting me to a hospital, consenting to the administration of anesthetics, the transfusion of blood and blood products, and surgery, and arranging for my medical evacuation. I hereby **RELEASE** and **DISCHARGE** CRS from any liability or responsibility for any injury, damage or expenses which might arise out of or in connection with such actions.
- 6. Service Providers. I understand and acknowledge that CRS does not assume any responsibility or liability for any delays, delayed or changed departure or arrival times, dishonors of hotel, airline or vehicle rental reservations, missed carrier connections, sickness, disease, injuries, losses, damages, weather, strikes, acts of God, circumstances beyond the control of CRS, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, violence, expense, accident, injuries, damage to property, bankruptcies of airlines or other service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodation, housing, transportation, restaurant, transportation or other service or for any substitution of housing or of common carriers or transportation beyond CRS's control, with or without notice. I understand and acknowledge that CRS does not assume any responsibility or liability for damage or loss to my baggage and

personal property not caused by CRS' negligence.

- **Program Changes.** I understand that CRS reserves the right to make changes to the Program itinerary or to change, modify or cancel all or any part of the Program at any time and for any reason, with or without notice, and neither CRS shall be liable for any expenses or losses that I may sustain by reason of any such cancellation or change.
- **8.** <u>Legal Problems.</u> I acknowledge and understand that should I have or develop legal problems with any foreign nationals or government while participating in the Program, I will attend to the matter personally with my own personal funds. CRS is not responsible for providing any assistance under such circumstances.
- **9.** Authorization to Use Image, Voice. I give CRS permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the Program.
- **10.** Ownership of Materials. I acknowledge that any and all reports, manuals, letters, memoranda, articles and/or other documents I prepare during my participation in the Program (collectively, the "Documents") shall be considered and remain Intellectual Property jointly owned by me and CRS for the purposes of copyright. Notwithstanding the foregoing, I acknowledge that pursuant to 22 CFR 226.36, USAID reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Documents for Federal purposes, and to authorize others to do so.
- 11. <u>Employment</u>. I acknowledge and understand that I shall not be considered an employee of CRS, or any agency of the United States Conference of Catholic Bishops under any circumstances.
- **12.** <u>Contact Information</u>. I acknowledge that I have provided accurate emergency contact information in the Addendum to this Agreement, and I hereby authorize CRS to contact those persons in the event of a medical or other emergency:
- 13. Governing Law; Severability; Entire Agreement. I agree that this Agreement shall be construed in accordance with the laws of the State of Maryland, which shall be the forum for any dispute concerning my participation in the Program. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. This Agreement represents my complete understanding with CRS concerning CRS's responsibility and liability for my participation in the Program, supersedes any previous or contemporaneous understandings I may have had with CRS on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement.

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# ACCEPTED AND AGREED TO:

Date:	
	(Volunteer Signature)
	(Printed Name)
ACCEPTED AND AGREED TO:	
	CATHOLIC RELIEF SERVICES – UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
Date:	Ву:
	(Printed Name)
	(Title)

## Appendix A



### **CRS Policy on Safeguarding**

Applies to: All Staff, Worldwide EVP HR

Sponsor: November 1, 2018

Created On: January 1, 2019

Approved Revision: December 31, 2020

Expiration Date:

**Purpose:** 

The purpose of this policy is to set a clear standard for all CRS staff regarding their moral and legal obligations to treat all people with respect, to actively preventhar assment, abuse, exploitation, and human trafficking-as defined below-and to report any such case whether observed or experienced.

#### Scope:

Safeguarding is the responsibility that all organizations have to ensure that their Staff and programs honor and protect the rights and dignity of all people-especially children and vulnerable adults-to live free from abuse and harm.

AtCatholic Relief Services (CRS), this responsibility is paramount given that safeguarding is seen as in integral part of the mission and values of the Catholic Church and one that is firmly rooted in our belief that each individual has a unique worth created in the image and likeness of God.

CRS employees, consultants, and volunteers, collectively known for purposes of this policy as CRS Staff, are expected to treat all people with whom they have contact with respect, to actively prevent harassment, abuse and exploitation, and to ensure our programs do no harm to the communities in which we work.

Likewise, CRS is committed to work only with organizations-including partners, vendors, and suppliers--whoareequally committed to the dignity of individuals and equally vigilant to preventing and addressing abuse and exploitation. (See Partner Safeguarding Standards and Vendor/Supplier Code of Conduct - Both of these documents are coming soon)

WhereasmanyCRS policies vary across regions-contextualized to particular locations and cultures-the CRS Safeguarding policy is universal to-and binding upon--all of our staff around the world. As such, Country Programs

need to ensure that this universal policy is incorporated into local employment manuals and approved by local authorities, as applicable.

In addition, because we expect anyone employed by CRS to live our values at all times, this policy applies to CRS Staff activities and behaviors at work, outside work, and while on leave.

#### **Policy:**

CRS is committed to creating and maintaining an environment-both in our workplace and in our projects-that promotes our core values and prevents the abuse and exploitation of all with whom we interact. Abuse and exploitation constitute acts of serious misconduct and are therefore grounds for disciplinary action including termination and, as relevant, notification to specific donors and/or appropriate law enforcement authorities.

All CRS Staff are obligated to report any concerns or suspicions of harassment, abuse and exploitation involving CRS Staff, partners, beneficiaries, vendors or aid workers associated with another organization. The concern may be a result of witnessing the incident, being told of it, or being the object of it. CRS Staff should report all concerns through any of the following channels: their supervisor, the global CRS whistleblower

site, a local CRS whistleblower site, Human Resources (HR), or the respective Country Representative.

In no case, should any of CRS Staff investigate an allegation or a reported allegation on their own, outside of standard reporting protocols.

All reports will be promptly investigated and addressed and treated with due regard for the privacy of the individuals involved. It is important for all reporters to understand, however, that CRS is legally mandated to follow up on certain allegations-regardless of the preference of the reporter-and that strict confidentiality cannot always be guaranteed due to the organization's moral and/or legal obligation to investigate. In the case when CRS or the reporter believe that an investigation could put the reporter in danger, CRS will take reasonable steps to protect thesafety and security of the reporter.

Reporters will be notified of the steps being taken to assess and/or investigate the allegation, as well as any final assessment/ outcome

Neither CRS nor its Staff will retaliate--in the form of an adverse employment action (termination, demotion, etc.) or harassment-against any individual reporting an allegation in good faith or participating in an investigation. Any form of retaliation is grounds for disciplinary action including termination.

In addition, CRS is committed to ensuring that program participants-and members of communities in which they live-are aware of what staff behavior is acceptable and how they can raise their concerns or questions in a confidential and secure manner.

#### Harassment

Harassment is unwanted, unwelcomed and uninvited behavior that demeans, threatens or offends and results in a hostile environment for the victim.

CRS is committed to a work environment that is professional and free from intimidation, hostility, or other offenses which might interfere with the dignity of an individual or work performance.

This includes, but is not limited to, harassment based on ethnicity, color, religion, sex, age, sexual orientation, national origin or ancestry, disability, medical condition, marital status, or veteran status.

General harassment is not sexual in nature and can take many forms including verbal, physical, and visual. It includes actions directed at an individual or actions observed by an individual.

 Verbal: Includes the use of offensive words, jokes, threats, or derogatory statements.

- Physical: Includes inappropriate physical contact or assault, as well as demeaning/unwelcome pranks.
- Visual: Includes cartoons, pictures, and posters, as well as inappropriate electronic communications (emails, etc.)

General harassment can also include bullying, defined as repeated health- harming mistreatment of one or more persons by one or more perpetrators and includes (but is not limited to) threats, intimidation, public humiliation/ name-calling, persistent and unwelcome teasing, or intentional work interference/sabotage.

#### Sexual Harassment

Sexual harassment is a specific type of harassment which can cross age and gender boundaries and may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature including:

- The sharing or posting of images that create an offensive, hostile or intimidating environment or interferes with an individual's job performance. Examples include-but are not limited to-offensive pictures, cartoons, symbols, or items in the workplace
- Downloading sexually explicit pictures or materials from computer systems, even if not shared with others
- Unwanted or inappropriate leering or touching
- Requests of a sexual nature made by one person to another that demand or imply
  a condition of employment or compensation, either implicitly or explicitly, or
  when an employment decision is based on and individual's acceptance or
  rejection of such conduct.

#### **Exploitation**

Exploitation-defined as actual or attempted abuse of power or mistreatment based on a power differential and/or position of vulnerability-is unacceptable under any circumstances but is particularly abhorrent when it involves CRS beneficiaries, children, or vulnerable adults.

For purposes of this policy, a *child* is defined as anyone under the age of 18, and a *vulnerable adult* is defined as anyone in need of community care services by reason of mental or other disability, age or illness, and who is unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation.

Prohibited exploitation includes:

• Physical abuse (violence towards or deliberate injury)

- Emotional abuse (humiliating, degrading, or aggressive behavior)
- Sexual abuse
- Economic abuse (requiring payments or goods in exchange for services)

Prohibited exploitation also includes child labor, defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It includes work that is mentally or physically dangerous and/or interferes with their schooling.

Prohibited exploitation also includes sexual exploitation. CRS Staff are prohibited from any sexual relations with children and vulnerable adults including the exchange of money, employment, goods, or services for sex, sexual favors or other forms of humiliating, degrading or exploitative behavior or general preferential treatment; this includes exchange of assistance that is due to beneficiaries.

• For children, this policy applies regardless of the age of majority or consent and mistaken belief in the age of a child is not a viable defense.

Sexual relations between aid workers and beneficiaries (of any age) are prohibited and is grounds for termination.

In addition, knowingly facilitating or aiding another aid worker to perform acts of exploitation or abuse is strictly prohibited and will be treated with the same level of consequence as if the activity was being done directly by CRS Staff.

# **Trafficking**

Trafficking in persons is defined as the recruitment, transportation, or receipt of persons by means of deception, coercion, threat, or force for the purpose of exploitation, sexual or otherwise. CRS strongly condemns trafficking in human beings-children, women, and men-as a criminal act that violates fundamental human rights and the inviolable dignity and integrity of the human person.

All CRS Staff are prohibited from engaging in trafficking in children, women and men. CRS places a special focus on anti-trafficking of women and children, given their specific vulnerability and given the cruelty and perversity to which trafficked women and children are particularly subjected.

All CRS Staff are prohibited from engaging in:

- Trafficking in children, women, and men for sexual exploitation or procurement of any commercial sex acts (even if this practice is legal in a particular jurisdiction) including forced prostitution, child prostitution and pedophilic pornography
- Trafficking in women and girls for purposes of forced or arranged marriages, or for any bride price schemes
- Trafficking in children, women, and men for removal of organs for the illicit organ trade or for the illicit dealing, running or trafficking of narcotics and drugs;
- The use of force, fraud, or coercion to subject a child, woman, or man to forced labor, begging, or involuntary servitude; and shall not obtain labor from a child, woman, or man by threats of serious harm to that person or another person.

All CRS Staff are also prohibited from employment practices related to trafficking, including:

- Destroying, concealing, confiscating, or otherwise denying access to an employee's identity or immigration documents
- Using misleading or fraudulent practices to recruit employees such as failing to disclose key terms and conditions of employment or charging employees recruitment fees
- Using recruiters that do not comply with local labor laws
- Failing to provide return transportation to any employee specifically brought to a country for the purpose of working on a project
- Providing or arranging housing that fails to meet host country housing and safety standards
- Failing to provide a valid employment contract or work document where required by law.

CRS also prohibits Staff from obtaining work-related goods or services that have been provided or produced by trafficked or forced labor.

#### **Adherence:**

Failure to adhere to the policies stated above constitutes grounds for disciplinary action including termination and, as relevant, notification to appropriate law enforcement authorities.

# **Interpretation and Questions:**

Questions on the interpretation of this policy-and any other questions-can be directed to your designated <u>HR Business Part ner</u>.

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### **Related Documents and Procedures:**

- Staff Safeguarding Procedures (coming soon)
- Partner Safeguarding Standards and Procedures (coming soon)
- Vendor/ Supplier Code of Conduct (coming soon)

# **Key Words:**

Harassment, "sexual harassment", abuse, exploitation, investigation, retaliation, "child labor", trafficking

#### Appendix B

# Catholic Relief Services' Social Media and Blogging Guidelines for Farmer to Farmer Volunteers

While you are in the field, we encourage you to use social media and blog posts to inform others about the good work that you're doing as part of Farmer to Farmer. For a program like Farmer to Farmer, we find that personal blogs, Facebook, Twitter and Instagram work best.

Please keep in mind that while you are a volunteer, others will see you as a representative of Catholic Relief Services (CRS) and USAID, so we ask you to use discretion when posting on social media. Here are some suggestions:

#### PLEASE DO...

- Post your thoughts, experiences, insights
- Post fun stories
- Ask permission when taking photos
- Use the Farmer to Farmer hashtag: #F2F
- When using Twitter, tweet @farmertofarmer
- Send your blog posts to the Volunteer Coordinator for approval before posting to the internet (social media updates do not need prior approval)

#### PLEASE DO NOT...

- Post derogatory statements about the country you are in
- Post statements about the country's political situation
- Make derogatory statements about the Catholic Church
- Post about artificial family planning, condoms or abortion
- Post derogatory statements about your CRS, your host organization, the Farmer to Farmer Program, or USAID

Because we work hard to have good relationships with the host government and communities, we need to be careful to not harm those relationships in any way. In the past, organizations like CRS have been asked to leave some countries because they didn't use discretion about their public statements. While you are with CRS, it is very important that you not post any statements that could hamper our ability to serve those who are poor.

If there is a problem during your volunteer time, please contact CRS directly to find a resolution to the problem rather than posting about it on social media. If you contact us directly, we can try to resolve the problem.

Please use your best judgment when posting on social media. A tweet or Facebook post that lacks good judgment could end up harming the very people you are there to serve, and neither you nor we want that to happen.

**Tips on Writing an Engaging Blog Post** 

We'd like each volunteer to write a blog post that we can share on our website. The guidelines below will help you write something that is focused, engaging and will help interest others in out

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#### program.

- 1. Brief and focused. It's better to write two posts, each focusing on one central fact or idea, than one long one on two or more subjects.
- 2. Get to the point quickly. Saves you and your reader time.
- 3. The first paragraph should say what the post is about.
- 4. The topic or main idea should be clear from the headline.
- 5. Unless the blog is very technical or formal, write in your most relaxed, talking-to-a-friend, voice.

#### Sample blog start:

<u>Headline</u>: Coffee's Important to You Even If You Don't Drink It

Coffee is the second most traded commodity in the world. So even if you don't drink it, you interact with lots of people who do. And coffee affects their mood and energy level – at least. But here's how coffee really affects you...

[From there, I might say that coffee is a great example of global market, its pressures, its benefits and drawbacks, how coffee growers struggle, etc., etc. The main idea is that coffee is important. Now you can say almost anything you want that's important about coffee. Also, I might wait till the end to answer the question I hopefully planted in the reader's mind: "so, what's the most traded commodity? Crude oil, of course, but the reader may stay tuned through the post to either learn the answer or see if I get it right. It can make for a bit livelier blog.]