



Partner Agency Agreement and Release

This Agreement is between The Foodbank of Southeastern Virginia and the Eastern Shore 501(c)3 organization, and _____ (Your Agency Name).

Address _____

City _____ State _____ Zip Code _____

The above Partner Agency agrees that it will abide by the following terms and conditions:

Organization Criteria

1.0 The Agency (hereinafter "Partner Agency") certifies that it is a tax exempt 501(c)3 non-profit organization or a qualified religious organization.

1.1 The Partner Agency certifies that it meets the IRS eligibility requirements for receipts, transfer, and use of donated food under section 170(e)(3).

1.2 The Partner Agency certifies that if its 501(c)3 status is cancelled or expires, the Partner Agency will notify the Foodbank and stop distributing Foodbank products immediately.

1.3 The Partner Agency agrees to provide the Foodbank with proof of its 501(c)3 status each year.

1.4 The Partner Agency must directly serve clients who are low income, needy, ill and/or infants, children (under the age of 18), and use Foodbank product to serve their clients only in a manner related to its tax-exempt purpose.

1.5 The partner agency agrees not to use 'Foodbank' or "Food Bank" in its name.

1.6 The partner agency must be financially viable with a Foodbank credit check.

1.7 The partner agency and the Foodbank will remain independent contracting agencies that are legally separate.

1.8 Any Partner Agency that has been accepted as a USDA/TEFAP distributing agency understands and agrees to follow and abide by all rules, regulations and guidelines as stated in the USDA Agreement Addendum, in addition to the rules regulations and guidelines set forth in this Partner Agency agreement.

Food Safety

2.0 The Partner Agency will abide by the safe and proper handling of food and donated goods, which conforms to all Foodbank, Feeding America, Federal, state and local regulations.

2.1 The product is accepted "as is."

2.2 The Partner Agency agrees to receiving assorted products from the Foodbank of Southeastern Virginia and agrees that the product will be duly inspected upon delivery.

2.3 The Foodbank of Southeastern Virginia, Feeding America and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use, nor do the afore mentioned entities offer any express warranties in relation to the products obtained from the Foodbank.

2.4 The Partner Agency must have a minimum of one active program representative who has passed a Food Safety course approved by the Foodbank for that Partner Agency's location and type of operations.

2.5 The Partner Agency is responsible for keeping Foodbank products in a safe condition from the point they are accepted until they are distributed to or served to clients.

2.6 The Partner Agency agrees to have and maintain appropriate and adequate transportation, storage space and refrigerators and/or freezers at the approved distribution site to ensure the integrity of Foodbank product until it is prepared and/or distributed.

2.7 The Partner Agency must be capable of loading and transporting product from the Foodbank warehouse and/or Food Rescue locations in a manner that ensures safe food handling practices (i.e. freezer blanket and/or coolers/ice packs) and that safe temperatures for foods are maintained.

2.8 All food products must be transported directly from the Foodbank to the approved Partner Agency site.

2.9 The Partner Agency agrees to store, prepare and/or distribute Foodbank products only in approved sites.

2.10 The Partner Agency must store all products a minimum of four inches off of the floor, and all products must be adequately spaced from the walls and ceiling to allow for proper air circulation.

2.11 The Partner Agency must maintain refrigerators, freezers and storage rooms at the proper temperatures, maintain functioning thermometers in all refrigerators, freezers and in the dry storage area, as well as keep a record of logged temperatures.

2.12 The Partner Agency agrees that it will only take Foodbank products in an amount necessary for its program as most recently reported to the Foodbank in writing.

2.13 Foodbank product may not be stored for more than 90 days past receipt. If there is inventory that has been stored more than 90 days, the Partner Agency must contact the Foodbank.

2.14 The partner agency agrees to notify the Foodbank whenever it receives notice of any claim of liability related to food or any report of illness possibly related to food provided by the partner agency or the Foodbank within 24 hours.

2.15 The Partner Agency agrees to adhere to any additional donor stipulations affecting distribution of product received through the Foodbank.

Partner Agency Operational Requirements

The Partner Agency and its employees and or volunteers agree to abide by the following statement of non-discrimination:

In accordance with state and federal law as well as the U.S. Department of Agriculture policy, the Partner Agency, its employees and or volunteers are prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, citizenship, religion, marital status, sexual orientation, including gender identity or expression, military or veteran status or any other characteristic that is protected by law.

3.0 The Partner Agency and all of its representatives agree to treat all clients, volunteers, staff, and Foodbank representatives in a professional manner with appropriate language and behavior at all times.

3.1 The Partner agency may not sell or barter any products attained through the Foodbank or through its partnership with the Foodbank.

3.2 All products must be distributed at no charge to eligible clients with no suggested or implied donation or volunteer requirement. Donations may never be collected.

3.3 The Partner Agency agrees not to require or suggest client participation in any activity in exchange for Foodbank products. Should a partner agency host religious activities, the Partner Agency must operate those religious activities separately from food programs that use Foodbank products.

3.4 The Partner Agency agrees that it will not distribute Foodbank products to any other outside agency, organization or entity without prior written Foodbank authorization.

3.5 Partner Agency approved programs must provide a food distribution/meal a minimum of once per calendar month unless pre-approved by the Foodbank.

3.6 The Partner Agency must post their days and hours of distribution in an area that is visible to the community and potential clients.

3.7 The Partner Agency must get approval from the Foodbank in writing before changing and/or adding a distribution site.

3.8 All Foodbank products must be distributed directly to the client through Foodbank approved programs.

3.9 The Partner Agency may **NOT** distribute any Foodbank product within that agency for their distribution/use. Example: Foodbank product may not be used for a church function, funeral, social event, fundraiser, etc.

3.10 The Partner Agency agrees that only volunteers who meet the eligibility requirements will qualify and receive Foodbank products. If the volunteer qualifies, the volunteer must receive the same type, quality and amount of products, given in the same way as any other client would receive their product.

3.11 The Partner Agency agrees that staff, volunteers or other persons who are ineligible will NOT use Foodbank products for personal use or consumption.

3.12 The Partner Agency will not sell, barter or offer said items for sale.

Partner Agency Operational Requirements (cont.)

3.13 The Partner Agency must maintain a filing system that includes their client intake forms, Partner Agency monthly reports, temperature logs and Foodbank invoices. All forms and reports are to be kept on site. All paper-work must be kept on file for two fiscal years not including the current fiscal year. The files and reports are to be made available at site visits and upon request.

3.14 All Partner Agencies must maintain confidentiality of client information. Information received cannot be shared with any third party. All client information collected will be secured to ensure client information security and privacy. The only exception to this rule is if this information is requested by a legal authority in reference to illegal and or criminal activities.

3.15 The Partner Agency agrees to abide by all accepted Foodbank, Feeding America, USDA and Partner Agency Manual rules and regulations at all times, and will abide by any further changes to policies, procedures and record keeping requirements of the Foodbank.

3.16 The Partner Agency will submit statistics via the Partner Agency monthly report by the 1st day of the month following the distribution month. The Partner Agency understands that if monthly reports are not submitted by the 7th day of the month, the Partner Agency account will be on HOLD status until the reports are received and processed. The Partner Agency accepts that if reports are turned in after the seventh of the month, the Foodbank has three business days in which to process the report(s) and remove the HOLD from the account.

3.17 The Partner Agency understands that if their account is inactive for 6 months, their account will be suspended and they must reapply for partnership.

3.18 The partner agency must allow site visits during normal business hours, sometimes without prior notification by the Foodbank.

3.19 Partner Agencies must notify the Foodbank 24 hours after a pick-up or delivery if there are any discrepancies with their order. The Foodbank is not responsible for any order discrepancies after that time frame.

3.20 Payment for product and services is due 30 days from the date of invoice. Invoices that are more than 60 days past due will result in a HOLD being placed on a partner agency.

3.21 The Partner Agency recognizes and accepts that the Foodbank may raise, reduce, or change fees and charges without prior notification.

It is further agreed between the Partner Agency and the Foodbank of Southeastern Virginia and the Eastern Shore that:

In accordance with applicable and state and/or Federal law, the Partner Agency releases the Foodbank of Southeastern Virginia and the Eastern Shore, Feeding America and the original donor from any liability resulting from the products obtained from the Foodbank and further agrees to indemnify and hold the Foodbank of Southeastern Virginia and the Eastern Shore, Feeding America and the original donor free and harmless against any and all liability, damages, losses, claims, causes of action and suit of law or inequity or inequity or any obligation whatsoever arising out of or attributed to any action of said Partner Agency or any personnel employed by said Partner Agency in connection with its storage and use of products obtained from the Foodbank.

I have read and reviewed this agreement and I am authorized to enter into this agreement on behalf of the Partner Agency. I understand and agree to follow all of the terms listed in this Foodbank of Southeastern Virginia and Eastern Shore Partner Agency Agreement. I understand that violation of any of the policies or conditions of this agreement may result in the loss of Foodbank of Southeastern Virginia and Eastern Shore program privileges.

I understand that any false statements or failure to comply with the requirements of this agreement may result in the suspension or termination of partnership with the Foodbank of Southeastern Virginia and the Eastern Shore.

I understand that this Agreement may be terminated by either the Food Bank of Southeastern Virginia and the Eastern Shore or the Partner Agency upon written notice to the other party.

Name of Partner Agency _____ Acct. No. _____

Name of Parent Organization: _____

501c3 Number _____

Name of Executive Director/Pastor _____

Email address _____ Phone No. _____

Signature of Food Pantry Executive Director/Pastor

Date

Name of Partner Agency Point of Contact _____

Email address _____ Phone No. _____

Signature of Partner Agency Point of Contact

Date