

SUB-DISTRIBUTION AGREEMENT

Addendum to Partner Agency Agreement & Release
Foodbank of Southeastern Virginia & the Eastern Shore



This is an Addendum to the Partner Agency Agreement & Release dated _____, 20_____, between The Foodbank of Southeastern Virginia and the Eastern Shore and _____.

1. SUB-DISTRIBUTION

1.1 Overview

Agency Partner may provide Product to other organizations (“sub-distribute”) on the basis set out in this Addendum.

1.2 Organizations Eligible to Receive Sub-Distributed Product

Agency Partner may sub-distribute Product only to organizations that are approved by the Foodbank to receive sub-distributed Product. The Foodbank will notify Agency Partner of such approval and will notify Agency Partner of any organization no longer eligible to receive sub-distributed Product.

1.3 Product Eligible for Sub-Distribution

Agency Partner may sub-distribute only Product that (a) is in excess of what Agency Partner is able to distribute through its own programs and (b) needs to be sub-distributed to maintain quality or safety for human consumption.

1.4 One Transfer Only

Agency Partner may sub-distribute Product only one time; it may not retrieve previously sub-distributed Product and distribute it to another organization.

1.5 No Fees

Agency Partner may not charge any fees to recipient organizations in connection with sub-distributed Product. Such prohibited fees include, without limitation, handling, delivery, transfer, and referral fees.

1.6 Term

This Addendum will be in effect from _____, 20_____ to _____, 20_____.

2. FOOD SAFETY

2.1 Food Safety Practices

Agency Partner in carrying out sub-distribution activities will adhere to appropriate Product integrity and food safety procedures at all times including during the transfer of Product including, without limitation, taking and documenting sample temperatures at the time of pickup and delivery for all “time/temperature control for safety TCS) foods (i.e., foods that require time or temperature control to limit pathogenic microorganism growth or toxin formation.) Agency Partner will report unsafe food handling and transportation practices to the Foodbank.

2.2 Food Safety Training

Agency Partner will ensure that staff or volunteers that handle sub-distributed Products are current on the food safety training required by the Foodbank.

2.3 Tracking

Agency Partner will track all sub-distributed Product in a manner such that the Product is able to be recalled in connection with any product recalls.

3. CONTACT PERSON, RECORDS, AND MONITORING

3.1 Contact Person

Agency Partner will appoint one individual to act as principal contact person for the Foodbank on sub-distribution matters. Agency Partner and the Foodbank may each change its contact person at any time by notifying the other party in writing.

3.2 Records and Monitoring

Agency Partner will maintain records relating to sub-distribution activities including information regarding Product distributed and recipient organizations. The Foodbank may review sub-distribution records and otherwise monitor sub-distribution activities in connection with its regular monitoring activities under the Agency Partner Agreement.

4. RELATIONSHIP TO AGENCY PARTNER AGREEMENT

4.1 Applicability of Agency Partner Agreement

Except as specifically set out in this Addendum, the terms of the Agency Partner Agreement (including, without limitation, those relating to Product handling, indemnification, and liability) will apply to the activities and relationship contemplated by this Agreement.

4.2 Limited Scope

Except as specifically set out in this Addendum, this Addendum does not amend, waive, or otherwise change or limit any provision of the Agency Partner Agreement, and the Agency Partner Agreement remains in full force and effect.

The agencies we will sub-distribute to are:

If you add additional agencies, you must notify the Foodbank.

Partner agencies that agree to abide by the responsibilities outlined here should have their Executive Director/Pastor complete the section below and return to the Foodbank.

Name of Partner Agency: _____

Agency Number: _____

Name of Executive Director/Pastor: _____

Signature: _____ Date _____

Email address: _____

Phone Number: _____

Foodbank of Southeastern Virginia and the Eastern Shore

Staff Name & Title: _____

Signature: _____ Date _____