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 __________________

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