



# Akron-Canton Regional Foodbank Partnership & Liability Agreement

Revised 2.18.2023

This is a Partnership and Liability Agreement (“Agreement”) between the Akron-Canton Regional Foodbank (“Foodbank”) and \_\_\_\_\_ [Organization/Church Name] (“Partner”). Partners of the Foodbank are unified by a common vision of a thriving community free of hunger. To receive food and draw upon the resources of the Foodbank, the Partner agrees to and will comply with the following criteria.

## The Partner named above:

1. Must be one of the following types of organizations:
  - a. A 501(c)(3) public charity, or an organization wholly-owned by a public charity, that either: (i) was organized for and operates for the purpose of the care of and service to the ill, needy, or infants, with a predominant focus on needy individuals or (ii) uses Foodbank product in a manner relating to and consistent with the organization’s exempt purpose through programs that care for and serve the ill, needy, or infants, with a predominant focus on needy individuals.
  - b. A church that cares for or serves the ill, needy and/or infants with a predominant focus on needy individuals and meets a majority of the attributes considered by the IRS in determining whether an organization is a church for federal tax purposes and as substantiated by appropriate documentation.
2. Will comply with Section 170(e)(3) of the IRS Code and other requirements for use and distribution of Foodbank product as outlined below.
  - a. Partner may use Foodbank product only for Foodbank-approved programs; the care of the ill, needy, or infants with a predominant focus on needy individuals; and programs with regularly scheduled days/times and whose primary benefit is people facing hunger.
  - b. Partner may not use Foodbank product in exchange for money, other property, services; as an incentive to volunteer or to participate in programming, surveys, or activities not directly related to the distribution of Foodbank product; as an incentive or for activities that coerce, require or promote religious affiliation or church membership and for activities outside of the Foodbank’s service area (Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas, Wayne).
  - c. Partner may direct Foodbank product to other Foodbank Partners if the product being distributed is in excess of what the Partner will be able to distribute and needs to be distributed to maintain quality and/or be distributed while it is safe for human consumption. If sub-distributing products to another Partner, a signed agreement must be completed prior to sub-distribution.
  - d. Any incidental use must be limited and related to the primary purpose of the Partner’s charitable food distribution activities. Foodbank product may be used internally by staff or volunteers only in limited situations described below:
    - i. Partner may permit staff or volunteers to consume or prepare Foodbank product on a limited basis for taste testing and demonstration cooking.
    - ii. Partner may permit staff or volunteers who are directly involved in the preparation of a meal or providing others services during a meal to consume Foodbank product only if it is incidental to the intended use of the donated product designated to serve the ill, needy or infants. The consumption of the meal should be part of staff or volunteer involvement with recipients (e.g., at the same tables and time as recipients are being served).
    - iii. Partner staff and volunteers who are in need of food assistance must meet the same criteria used to determine eligibility for any recipient of Foodbank product. Staff or volunteers, if meeting eligibility criteria, may not receive priority or different access to Foodbank product.

- iv. Partner may not use Foodbank product in their operations or upkeep, for business meetings, in connection with fundraisers or events, or to compensate or provide incentives to staff or volunteers.
3. Will receive, store, transfer, use, and handle product safely and properly in accordance with applicable law.
4. Will transport product in a manner that prevents contamination and adulteration, including maintaining temperature control of time/temperature control for safety (TCS) foods.
5. Will communicate product recalls to program recipients, when possible.
6. Will ensure a minimum of one staff member or volunteer has completed Network Partner Orientation and applicable food safety training. That person must be a regular volunteer or staff member who picks up, transports, and/or distributes Foodbank product, or a person who supervises those activities. When trained staff or volunteers turn over, Network Partner Orientation and applicable food safety training must be completed by the new person(s) within 60 days of their start date.
7. Will maintain a procedure for determining that the final recipient of Foodbank product is ill, needy, or an infant, such as using self-declarations of need or other intake processes.
8. Will adhere to additional donor stipulations.
9. Will comply with the policies, procedures, and recordkeeping requirements of the Foodbank.
10. Will retain paper or digital invoices, monthly reports, civil rights checklists, pest control logs/invoices, and temperature logs on-site for 5 years. These records must be reasonably accessible and are subject to review by Foodbank representatives and other appropriate local, state, and federal agencies.
11. Will submit the Foodbank's monthly report by the 10th of each month for all food provided during the prior month and any other information that may be requested.
12. Will complete and file the civil rights checklist annually. The civil rights checklist must be completed by all staff members and/or volunteers who interact with both the food and people receiving the food.
13. Will allow regular monitoring of all food storage and preparation locations by Foodbank representatives and appropriate local, state, and federal agencies, if selected.
14. Will maintain a minimum account activity by ordering at least two times per year.
15. Will pay the handling fees assessed by the Foodbank and maintain a 30-day cycle on all outstanding invoices.
16. Will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security. Partner will not release the names of individuals or information that could be linked to an individual or cause damage to an individual. Partner will not improperly use any information obtained from its recordkeeping process or attempt to identify any person or contact such persons.

17. Will notify the Foodbank promptly of any changes in its status as a public charity or church, leadership, billing, program location and hours, and program recipient requirements.
18. Will not use "Foodbank" or the words "Food" and "Bank" together in the Partner or program name.
19. Will not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA nondiscrimination statement.
20. Understands all items are accepted in an "as is" condition.
21. Will acknowledge that the original donor, the Foodbank, and Feeding America offer no express warranties in relation to Foodbank product.
22. Will release the original donor, the Foodbank, and Feeding America from any liabilities resulting from Foodbank product.
23. Understands that nothing in this Agreement will waive, limit, or otherwise affect any protections against liability which may be available to a Partner under any state or federal "Good Samaritan Act" or similar statute.
24. Acknowledges that it shall be liable for any damage done by its agents to Foodbank property and it shall hold the Foodbank harmless against any and all liability, damage, losses, claims or causes of action in connection with loading, unloading or transportation of the product.
25. Will hold harmless and indemnify the original donor, the Foodbank, and Feeding America from any claims or obligations arising from Foodbank product, Partner conduct, or conditions or activities at Partner locations.
26. Will not, under any circumstance, engage in conduct related to the Foodbank that may compromise or call into question the integrity or mission of the Foodbank. The Foodbank and the Partner acknowledge and agree that either party may, in its sole discretion, terminate this Agreement at any time.
27. Must sign new Agreement when Foodbank makes changes to the Agreement or within 60 days of a new main contact at the Partner.
28. Acknowledge and agree that Ohio law shall at all times govern the interpretation, enforcement and meaning of this Agreement.

As an authorized and legally recognized agent of the above-named Partner, I have read, understood, and agree to accept the conditions and criteria outlined in this Agreement.

**\*This is a sample for review purposes only. Please sign the digital version as instructed in the email.\***