



## PARTNER MEMORANDUM OF AGREEMENT

This document is an agreement made between TREASURE COAST FOOD BANK (“TCFB”)

\_\_\_\_\_ located at

Terms of the Partner Agreement:

The Partner agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions is violated, then the TCFB has the right, without further investigation, to stop distributing product to the Partner and/or follow processes outlined in the Corrective Action, Grievance and Termination Policies document until the term(s) or condition(s) can be met:

1. **Requirements:** The Partner agrees to abide by the policies, procedures, and record keeping requirements of the TCFB.
2. **IRS Eligibility Requirements:** The Partner agrees that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below:
  - A. **501(c)3 or “Church”/Religious Organization:** The Partner agrees that it is incorporated as a 501(c)3 Non-profit corporation or is considered a “church” as defined by the IRS and meets all of the criteria below for each type of eligible organization.

*Check the type of organization that the Partner will qualify as:*

    - 501(c)3 Non-Profit Corporation- If this box is selected, the Partner is required to submit, prior to Partner approval:
      - ❖ A current 501(c)3 determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation. The Corporation name must match the name that the Partner is known by the community.
      - ❖ If the Partner name does not match the corporation name listed on the 501(c)3 determination letter, the Partner is required to submit current (less than one year old) official and verifiable documentation regarding the Partner’s ability to use the 501(c)3 verification letter proving their non-profit status.
      - ❖ If the Partner does not have its own 501(c)3 and is utilizing the 501(c)3 status of another organization, then the Partner and its sponsor are required to complete and sign the Partner Sponsorship Agreement every year.
    - Church (as defined by the IRS)/Religious Organization – If this box is selected, the Partner is required to complete and submit the Church/Religious Organization Self Certification form prior to Partner approval.
  - B. **Purpose of Incorporation and Service:** The Partner agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Partner also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infant (minor children) (such as publication of a non-profit periodical providing information to members.)

- C. Distribution without charge:** The Partner agrees that it will distribute the donated products (food and non-food items) obtained from TCFB free of any charge or requirement (ex. prayer or religious service, monetary, volunteer hours, services or otherwise.)
- D. Recipients of Distributed products:** The Partner agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3. The Partner also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)3.
- E. Use of Donated Products:** The Partner agrees that it will not sell or use donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The Partner will not use product obtained through TCFB for personal, staff or general congregational use. The Partner also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)3 and any amendments to the Code(See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512). Failure to comply will result in immediate termination as a Partner.
- F. Bartering, Selling and Fundraising:** The Partner agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from the TCFB.
3. **Area of Distribution:** The Partner agrees that it will only distribute products received from TCFB in [\_\_\_\_\_ County\_\_\_\_\_]. The Partner also agrees that it will not distribute any products outside of the United States and Puerto Rico.
  4. **Record Keeping:** The Partner agrees that it will maintain adequate books and records on site for current year and previous three (3) years and accurately reflect the total amount of product received and distributed (or used), a description of the products and the date of its receipt. The Partner also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infant (minor child, 0-18 years old) and report client counts each month via email or fax to the TCFB. Failure to do so will result in account suspension.
  5. **Availability of Records:** The Partner agrees to make its books and records, including but not limited to those which track the receipt and distribution of products obtained from the TCFB and financial record keeping books available to the TCFB, with or without notice.
  6. **Local, State and Federal Regulations:** The Partner agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Partner also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
  7. **Storage and Handling of Products:** The Partner agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow.
  8. **Food Safety:** The Partner agrees that at least one staff person be trained in food safety from a food safety training course approved by the TCFB. Approved trainings are TCFB Food Safety Training Workshop, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculums.

The Partner also agrees that if it utilizes food provided by the TCFB to make meals, their key food service program staff are required to meet local commercial food safety standards.

9. **Donor Stipulations:** The Partner agrees that it will adhere to any donor stipulations placed on donated products.
10. **“As Is” Condition:** The Partner agrees that it will accept all products received from the TCFB in “as is” condition.
11. **Shared Maintenance/Handling Fees:** The Partner agrees to pay any applicable Shared Maintenance and/or handling fees for the products received from the TCFB.
12. **Purchased Product:** The Partner agrees that if it should choose to purchase non-donated product then it may pay extra charges and costs associated with that product through either special arrangements or through TCFB’s Power Purchase Program.
13. **Discrimination:** The Partner agrees that it will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran, political beliefs or any other characteristic protected by law.
14. **On-Site Inspections:** The Partner agrees to allow representatives of TCFB, donors and government agencies to inspect and audit all facilities and vehicles where products received from the TCFB are received, stored and distributed, with or without notice.
15. **Authorized Agent:** The Partner agrees to have only an authorized agent(s) pick-up or receive products from TCFB. The Partner also agrees to make known to the TCFB a list of authorized agents and contact TCFB when a change is made to that list. The Partner will update TCFB immediately with any program changes and changes in hours of operations
16. **Access to One Feeding America Member Food Bank:** The Partner agrees that it will only receive food from the TCFB and no other Feeding America Member Food Bank.
17. **Liability Release Form:** The Partner agrees to execute and submit to TCFB the Liability Release Form, and any other liability release forms that TCFB may require at any time.
18. **Active/Inactive Partner Designation:** The Partner agrees that it will obtain products from TCFB at least every twelve (12) months to be deemed an Active Partner. If the Partner becomes inactive, then the Partner will not be allowed to obtain products from TCFB. The Partner agrees that it will complete the Partner application process again, prior to being reinstated as an Active Partner and allowed to obtain products from TCFB again.
19. **Termination of Partner Agreement:** The Partner or TCFB can terminate this agreement, with or without cause, at anytime.
20. **Corrective Action, Grievance and Termination Policy:** The Partner agrees to execute and submit to TCFB the Corrective Action, Grievance and Termination Policies document attached to this agreement.

21. **Multiple Locations and Sub-distribution:** The Partner agrees that it will only receive and store product from TCFB at multiple locations if: 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by TCFB prior to receiving and distributing food. The Partner is not allowed to sub-distribute donated product to any organization, partner, or entity other than a qualifying client.
22. **Warehouse-Pick-up:** The Partner is responsible for loading product into their vehicles. TCFB is not responsible for improperly loaded Partner vehicles and will not assume responsibility for any damage done to vehicles due to overloading etc. All individuals entering warehouse are required to wear closed toe shoes and remain in designated areas. Partners are not permitted to sort through boxes of product. Partners are requested to arrive 15 minutes prior to their appointment time; if you are late you will be not be allowed to pick up/shop your product. You can reschedule for the next available appointment. Habitual lateness will result in account suspension.
23. **Delivery:** The Partner agrees to be available on time for TCFB delivery. The Partner also agrees to have adequate personnel available to receive and unload the delivery of product at the site.
24. **Accounting:** Only business checks from the authorized 501 ©3 are accepted. Business Visa and MasterCard are also accepted. Personal checks and credit cards are not accepted. The Partner may choose to have a business credit card on file to pay for any invoiced costs; in order to do so an authorization form must be completed. Cash is not accepted.
25. **Hours of Operation:** What days are you open? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

What hours do you operate? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**The Partner's authorized representative's signature below confirms that the Partner is accepting and agrees to abide by all terms of this agreement.**

**Partner Signatures:**

\_\_\_\_\_  
 Partner's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name of representative who signed this agreement

**TCFB Signatures:**

\_\_\_\_\_  
 Authorized Member Signature

\_\_\_\_\_  
 Date