This document is an agreement made between:

_MANNA FoodBank___ located at _____627 Swannanoa River Road, Asheville, NC 28805_____

and

The Agency:_____ Agency Ref# _____

Program Name (if different):_____

Located at (physical address/location of all food storage and prep facilities):

_____

Definitions:

"**MANNA Product**" refers to all food and non-food items obtained either directly from MANNA FoodBank, or through a partnership made possible by partnering with MANNA FoodBank, including Local Donations from Feeding America National Donors, such as Walmart, BI-LO, Food Lion, Sam's Club, Frito Lay, Sara Lee, etc. For a complete list of Feeding America National Donors, contact the MANNA Food Sourcing Coordinator at 828-299-3663.

Terms of The Agency Agreement:

The Agency agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions are violated, then MANNA FoodBank has the right, without further investigation, to stop distributing product to The Agency 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 Agency agrees to abide by the policies, procedures, and recordkeeping requirements of MANNA FoodBank.

2 **IRS Eligibility Requirements:**

A 501(c)3 or "Church"/Religious Organization: The Agency confirms that it is incorporated as a 501(c)3 Non-profit corporation or is considered a "church" as defined by the IRS, or is covered under the 501(c)(3) of a larger religious association.

Check the type of organization that The Agency will qualify as:

☐ Agency with independent 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 Agency is known by in the community.

☐ Agency covered by the 501(c)(3) umbrella of another organization, be advised of the following:

⇒ If The Agency name does not match the corporation name listed on the 501(c)(3) determination letter, The Agency is required to submit current official and verifiable documentation, such as a letter from the parent organization, giving permission for The Agency to operate under the 501(c)(3) status of the parent organization.

⇒ Both The Agency and its sponsoring organization are required to complete and sign this Annual Partner Agency Agreement.

If IRS determination letter was submitted at the time of application, Agency does NOT need to submit it again at this time. If Agency 501(c)(3) status changes, Agency agrees to notify MANNA FoodBank of the change and submit an updated determination letter from the IRS.

B Purpose of Incorporation and Service: The Agency agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/ minor children 0-18 years old (such as publication of a non-profit periodical providing information to members).

C Eligible to conduct business with the Federal Government: The agency confirms that it is not suspended or debarred from doing business with the federal government.

D Distribution Without Charge: The Agency agrees that it will distribute the MANNA Product free of charge (monetary, volunteer hours, services or otherwise.)

E **Recipients of Distributed Products:** The Agency agrees that it will only utilize MANNA Product for programming that serves people who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3. The Agency also agrees that it will not utilize MANNA Product for programming other than serving people who qualify to receive the products as defined in IRS Code section 170(e)3.

F **Agency Staff and volunteers consuming product:** Agency Staff and volunteers may receive or consume MANNA product along with clients under the following conditions:

I. **Off-Site/Pantry programs:** Agency staff and volunteers may receive MANNA Product, provided that (a) they do not receive special or prioritized access to the product; (b) they meet The Agency's general eligibility guidelines; and (c) greater than 50% of the clients served that day qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3.

II. **On-Site/Meal:** Agency staff and volunteers may join in the meal regardless of eligibility; provided that (a) they do not receive special or prioritized access to the product; and (b) greater than 50% of the clients served that day qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3.

G **Use of Donated Products:** The Agency 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 Agency 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).

H **Bartering, Selling and Fundraising Prohibited:** The Agency agrees that it will not barter, sell, or use MANNA Product for fundraising purposes.

3 **Area of Distribution:** The Agency agrees that it will only distribute products received from MANNA FoodBank in the 16-county service area of the MANNA FoodBank, which includes Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Swain, Transylvania, and Yancey Counties. The Agency also agrees that it will not distribute any products for the purposes of international aid.

4 **Recordkeeping:** The Agency agrees that it will maintain adequate books and records and accurately reflect the total amount of product received and distributed (or used), a description of the product, the date of its receipt, dates of distribution, and a record of the recipients. The Agency agrees to maintain and report to MANNA FoodBank monthly counts of clients served and demographic information as reasonably required by MANNA FoodBank. The Agency 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), as required by the IRS.

5 **Availability of Records:** The Agency agrees to make its books and records available to MANNA FoodBank with or without notice, including but not limited to those which track the receipt and distribution of products obtained from the MANNA FoodBank and financial records.

6 **Local, State and Federal Regulations:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the Federal Food, Drug, and Cosmetic Act (FDCA) (as amended), and any regulations that follow. The FDCA governs standards around safe ingredients and safe labeling of foods. For information on the FDC and Cosmetic Act, go to www.fda.gov. The Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain any current licenses as required by local, state and Federal regulations.

7 **Safe Loading and Transport of Product:** The Agency agrees to assume responsibility of all MANNA Product at the time the MANNA Product leaves MANNA FoodBank facilities or vehicles. The Agency agrees to have adequate staff or volunteers on hand to load and unload MANNA Product safely. When transporting product in Agency vehicle, The Agency will utilize appropriate materials to ensure that all products remain at a safe temperature during transportation, and ensure that the product is securely contained within the vehicle.

8 **Storage and Handling of Products:** The Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act (FDCA) and any regulations that follow. All MANNA Product must be stored at least 6 inches off the floor and 6 inches away from the wall. Product received from MANNA must be

labeled stored separately from non-MANNA products. The Agency agrees that all storage and preparation of products received from MANNA FoodBank will take place in a facility that has been inspected and approved by MANNA FoodBank. The agency also agrees to distribute MANNA Product expediently and will not attempt to stock MANNA Product in a quantity greater than the agency can distribute within a 1 month period.

9 **Food Safety Certification:** The Agency agrees that at least one staff person will maintain current appropriate certification in safe food handling, as approved by MANNA FoodBank. Minimum approved trainings include (by program type):

A **For Off-Site/Pantry programs**: MANNA FoodBank Safe Food Handler for Food Banks Workshop. If The Agency is certified through the online ServSafe Food Handler program at the time of this agreement, The Agency is considered in compliance. On the date that the online ServSafe Food Handler certification expires, The Agency will be required to complete the MANNA FoodBank Safe Food Handler for Food Banks course.

B **For On-Site Snack Programs**: On-line ServSafe Food Handler Certification

C **For On-Site Meal Programs:** Full ServSafe Safe Food Managers Certification, The Agency also agrees that if it utilizes food provided by MANNA FoodBank to make meals, their key food service program staff will meet local commercial food safety standards. The Agency is responsible for finding and funding this required course.

When certification expires, The Agency will have 3 months in which to get recertified. Failure to recertify within 3 months after date of expiration will result in account suspension or termination.

10 **Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.

11 **"As Is" Condition:** The Agency agrees that it will accept all products received from MANNA FoodBank in "as is" condition.

12 **Shared Maintenance, Transportation and Value Added Processing Fees:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from MANNA FoodBank.

13 **Local Donations from Feeding America National Donors:** If an agency recevies donations *directly* from a nationally affiliated Feeding America donor, such as Walmart, BI-LO, Food Lion, Sam's Club, Frito Lay, or Sara Lee, The Agency agrees to abide by the specific procedures and record keeping agreements related to these donations to be outlined by MANNA FoodBank.

14 **Cooperative Buying Program (CBPFP):** The Agency agrees that if it should choose to purchase non-donated products through MANNA FoodBank's Cooperative Buying Program, then it will pay any extra charges and costs associated with that product.

15 **Discrimination:** The Agency agrees that it will not engage in discrimination, in the provision of service against any person because of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the United States Department of Agriculture.

16 **Proselytizing:** The Agency agrees that it will not use MANNA Product for the purposes of religious conversion or recruitment, and will not require that clients participate in religious activities in order to receive MANNA Product. The Agency agrees that it will distribute MANNA Product in the spirit of inclusion, regardless of religious affiliation.

17 **Authorized Agent:** The Agency agrees to have only an authorized personnel pick-up or receive products from MANNA FoodBank. The Agency also agrees to make known to MANNA FoodBank a list of authorized agents and contact MANNA FoodBank when a change is made to that list.

18 **Access to only 1 single Feeding America Member Food Bank:** The Agency agrees that it will only receive food from MANNA FoodBank and no other Feeding America Member Food Bank.

19 **Liability Release Form:** The Agency agrees to execute and submit to MANNA FoodBank the Liability Release Form, and any other liability release forms that MANNA FoodBank may require at any time.

20 **Active/Inactive Agency Designation:** The Agency agrees that it will obtain products from MANNA FoodBank at least once every 12 months to be deemed an Active Agency. If The Agency becomes inactive, then The Agency will

not be allowed to obtain products from MANNA FoodBank. The Agency agrees that it will complete The Agency application process again, prior to being reinstated as an Active Agency and allowed to obtain products from MANNA FoodBank again.

21 **Subdistribution:** The Agency agrees not to sub-distribute MANNA Product to any organization, agency, partner, or entity other than a qualifying client.

A **Special allowance for transfer of highly-perishable products:** If The Agency has a surplus of highly perishable products and will not have the opportunity to distribute before the product goes bad, The Agency may call MANNA to request special permission to give remaining produce to another qualified MANNA Partner Agency. The Agency is responsible for documenting the transfer of prodcuct. The Agency agrees to make every effort to minimize the necessity of product transfers.

22 **MANNA Logo:** MANNA FoodBank encourages all of its Member Agencies to include and display the official logo for MANNA Partner Agencies at their food distribution location and on their websites. Should the partnership between MANNA FoodBank and the Member Agency be terminated, The Agency must remove the MANNA FoodBank logo from all print material, agency webpage, and food distribution facilities.

23 **Multiple Locations:** The Agency agrees that it will only receive and store product from MANNA FoodBank at multiple locations if: 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by MANNA FoodBank prior to receiving and distributing food.

24 **On-Site Inspections:** The Agency agrees to allow representatives of MANNA FoodBank, donors and government agencies to inspect and audit all facilities and vehicles where products received from MANNA FoodBank are received, stored and distributed, with or without notice. Allowing inspections is a requirement of this agreement.

25 **Corrective Action, Grievance and Termination Policy:** If at any time The Agency is found to be in violation of the Partner Agency Agreement, The Agency agrees to complete Corrective Actions, as specified by MANNA FoodBank. The Agency agrees to submit written documentation of Corrective Action activities to MANNA FoodBank.

26 **Termination of Annual Partner Agency Agreement:** The Agency or MANNA FoodBank can terminate this agreement, with or without cause, at any time. Written notice of termination must be provided to both parties in writing. Notification of termination can be sent to MANNA FoodBank, 627 Swannanoa River Rd. Asheville, NC 28805. Upon termination of agreement, The Agency agrees to pay MANNA FoodBank any fees for product received prior to termination, and return any undistributed MANNA Product to MANNA FoodBank within 30 days of termination.

The Agency's authorized representative's signature below confirms that The Agency is accepting and agrees to abide by all terms of this agreement. This agreement expires on January 31, 2017 or upon execution of a new agreement prior to that date.

Signatures:

Agency's Signature (must be signed by the highest authority in the organization, who responsible for any and all actions of the organization)

Agency Signature:

X_____Date _____

Printed Name _____

Title/Position _____

Sponsoring Organization Signature (if applicable):

X _____Date _____

Printed Name _____

Title/Position _____

MANNA FoodBank Authorized Signature:

Signature _____ Date _____

Printed Name, Title _____Kathryn T. German, Agency Relations Manager_____