

Annual Partner Agency Agreement



Involving, educating, and uniting people
in the work of ending hunger in Western North Carolina

A member of **FEEDING AMERICA**

This document is an agreement made between:

MANNA FoodBank located at 627 Swannanoa River Road, Asheville, NC 28805

and

Agency Name: _____ Agency Ref# _____

Program Name (if different): _____

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

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 the MANNA FoodBank.
- 2 IRS Eligibility Requirements:** The Agency 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 Agency 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 agency will qualify as:

- 501(c)3 Non-Profit Corporation - If this box is selected, the Agency is required to submit, prior to Agency 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 Agency is known by in the community.
 - If the Agency does not have its own 501(c)3 and is utilizing the 501(c)3 status 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. If Agency 501(c)3 status changes, Agency is required to notify MANNA FoodBank of the change and submit an updated determination letter from the IRS.

- Church (as defined by the IRS)/Religious Organization – If this box is selected, the agency is required to complete and submit the Church/Religious Organization Self Certification form prior to agency approval.

- 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 Distribution Without Charge:** The Agency agrees that it will distribute the donated products (food and non-food items) obtained from MANNA FoodBank free of charge (monetary, volunteer hours, services or otherwise.)
- D Recipients of Distributed Products:** The Agency 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 Agency 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 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).
- F Bartering, Selling and Fundraising:** The Agency agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from MANNA FoodBank.
- 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. The Agency also agrees that it will not distribute any products outside of the United States and Puerto Rico.
- 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, and dates of distribution. 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 recordkeeping books.
- 6 Local, State and Federal Regulations:** The Agency 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 Agency 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 Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow. All MANNA FoodBank product must be stored at least 6 inches off the floor and 6 inches away from the wall. 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.

- 8 Food Safety:** The Agency agrees that at least one staff person be trained in food safety from a food safety training course approved by the MANNA FoodBank. Approved trainings are MANNA FoodBank Food Safety Training Workshop, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other approved safety training curriculums. The Agency also agrees that if it utilizes food provided by MANNA FoodBank to make meals, their key food service program staff are required to meet local commercial food safety standards.
- 9 Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
- 10 “As Is” Condition:** The Agency agrees that it will accept all products received from MANNA FoodBank in “as is” condition.
- 11 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.
- 12 Purchased Product:** The Agency agrees that if it should choose to purchase non-donated product, then it may pay extra charges and costs associated with that product.
- 13 Discrimination:** The Agency 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.
- 14 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.
- 15 Authorized Agent:** The Agency agrees to have only an authorized agent(s) 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.
- 16 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.
- 17 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.
- 18 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.
- 19 Termination of Agency Agreement:** The Agency or MANNA FoodBank can terminate this agreement, with or without cause, at any time. If terminated by the Agency, the Agency agrees to pay MANNA FoodBank any fees for product received prior to such termination.

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- 20 Corrective Action, Grievance and Termination Policy:** The Agency agrees to submit written documentation of Corrective Action activities to MANNA FoodBank for violations found during the monitoring process.
- 21 Multiple Locations and Sub-distribution:** 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. The Agency is not allowed to sub-distribute donated product to any organization, agency, partner, or entity other than a qualifying client.
- 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.

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 one (1) year after the date of the Agency Signature below.

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:

Signature _____ Date _____

Printed Name _____

Title/Position _____

Sponsoring Organization Signature (if applicable):

Signature _____ Date _____

Printed Name _____

Title/Position _____

MANNA FoodBank Authorized Signature:

Signature _____ Date _____

Printed Name Leigh Pettus

Title/Position Chief of Programs & Agency Relations