

Food Recovery Agreement

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The Food Recovery Agreement outlines the terms, conditions, and expectations between the following organizations to execute an Edible Food Recovery partnership:

_____ (the “Donor” or “Food Generator”, and its store locations, see Addendum B)
and

_____ (the “Food Bank” or “Food Recovery Organization”, and its authorized “Agency Partners”, see Addendum A)

Donor name: _____

Donor address: _____

Donor phone: _____

Donor email: _____

Food Bank name: _____

Food Bank address: _____

Food Bank phone: _____

Food Bank email: _____

[Donor] and [Food Bank] agree to establish and follow guidelines regarding the donation category, quality, volume, safety, and pickup schedule. Both parties agree to notify each other in advance if the pickup schedule is impacted due to delays, lack of product or staff availability, holiday and/or miscellaneous closures, etc.

1. The Donor agrees to do the following:

- a) Make edible food available for pickup days per week
- b) Review donation guidelines with staff and provide only donations not precluded under guidelines.
- c) Prepare donations before the pickup window begins.
- d) Stage donations in food grade containers in accessible, food safe areas before the pickup window begins.
- e) Acknowledge and begin assisting Food Bank within 20 minutes of its arrival within the pickup window.
- f) Assign staff member(s) to communicate Food Bank’s arrival and arrange gathering of donations into one conveniently accessible loading area.
- g) *Placeholder: Provide additional parameters based on expected donation volume, transportation strategy, and business model, if applicable.*

2. Food Bank also agrees to do the following:

- a) Ensure Food Bank staff, volunteer(s), Agency Partners picking up donations are trained in safe food handling.
- b) Maintain the prearranged schedule and arrive within the pickup window.
- c) Wear easily recognizable clothing and/or identification.
- d) Use active or passive (thermal blankets and/or coolers) temperature control while transporting perishable donations.
- e) Provide donation acknowledgement at pickup.
- f) Weigh and record all donations received.
- g) Provide donation volume summaries annually or upon request.

h) Communicate any changes to General Guidelines in a timely manner.

Either party may decline to accept or offer donations, which do not fit the terms of the agreement. If the terms of the agreement are violated, either party may reevaluate or end the partnership.

As a donation partner in the Edible Food Recovery program, the Donor named agrees to the responsibilities outlined above.

Dated _____, 20_____

By _____
Signature (Donor Representative)

By _____
Signature (Food Bank Representative)

Print Name

Print Name

Addendum A

The Food Bank oversees a network of Agency Partners that are authorized to pickup from Donor on their behalf. The Food Bank holds separate Agency Partner agreements inclusive of the following eligibility and documentation. For more details on the Food Bank and Agency Partner agreement please refer to the local food bank.

- All Agencies receiving donated Products must be a 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or a Church
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients;
- Must distribute donated Product free of charge for use by the ill, needy, or infants limited to distribution and use in the United States and Puerto Rico. May not sell or use donated Product in exchange for money, other property, or services.
- Must keep records which accurately reflect the total amount of Product received;
- Must ensure the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations;
- Agencies 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;
- The Agency will allow the Food Bank to monitor the Agency regularly;

The Agency Partners that are authorized to pickup on behalf of the Food Bank in relation to the Donor include:

List of Agencies including:

Agency Name	Address	Contact Name	Email

Addendum B

The Food Recovery Agreement includes all Donor locations:

Store Number	Address	Contact Name	Email

