



Fighting hunger and poverty in northeast North Carolina

Serving Beaufort, Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Tyrrell and Washington Counties.

## ORGANIZATION PARTICIPATION AGREEMENT

This Agreement, entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Food Bank of the Albemarle of the City/County of Elizabeth City/Pasquotank, in the state of North Carolina, herein after referred to as the “Food Bank,” and (*name of organization*) \_\_\_\_\_ of the City/County of (*town & county*) \_\_\_\_\_, State of North Carolina, hereinafter referred to as the “Participating Organization.”

### WITNESS THAT:

The Food Bank and the Participating Organization do mutually agree as follows:

#### I. The Participating Organization does mutually agree to the following:

1. To provide the Food Bank with written assurance that it is a charitable, tax exempt, non-profit organization under the IRS provisions of 501(c)(3), or that it is sponsored by such an organization, and to complete organization information requests on forms provided.
2. To use all foods received from the Food Bank only in a use related to its non-profit status as a Food Bank Partner Agency and solely for feeding the ill, the needy, or infants.
3. Agencies 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, and unfavorable discharge from the military or status as a protected veteran.
4. To neither offer for sale, sell, transfer, nor barter the items supplied by the Food Bank in exchange for money, other properties, or services, or otherwise allow said items to re-enter commercial channels.
5. Accept all items in “as is” condition.
6. Must have adequate refrigeration, freezer and storage space to ensure the wholesomeness of the food until used, and/or distributed.
7. To use all items as soon as possible or within specified dates as provided by the Food Bank to ensure maximum palatability and freshness and to destroy any such items which are unfit for human consumption due to spoilage, other damage or age.
8. To complete a minimum of one Food Safety Training course offered by the Food Bank on a yearly basis. Organizations that prepare meals on-site must complete ServSafe training. To utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, preparation, and serving of donated items to safely and properly judge, handle, prepare, serve and dispose of them in compliance with State and local sanitation and health laws and regulations.
9. To, because of the qualifications of its personnel, as above specified, accept full responsibility for the purity and fitness for human consumption of any and all items accepted.
10. The agency agrees to the safe and proper handling of the donated goods in accordance with Food Bank policy, which conforms to all local, state and federal regulations.

11. The original donor, the Food Bank of the Albemarle, and Feeding America:
  - a. Are released by the participating organization from any liabilities resulting from the donated goods;
  - b. Are held harmless from any claims or obligations in regard to the Agency or the donated goods; and
  - c. Offer no express warranties in relation to the gift of goods.
12. To make available to the Food Bank for inspection, records indicating the use of foods and number of participants served with items received from the Food Bank upon request of the Food Bank. *Note: Must maintain a file of all distribution records and Food Bank invoices for five years onsite at agency location.*
13. To maintain adequate books and records and make them available to the Internal Revenue Service upon request in compliance with regulations in the Federal Register in Volume 47, number 21, February 1, 1982.
14. To provide the Food Bank with a specified handling charge or what we refer to as the shared contribution fee per pound in the amount determined by the Food Bank, either upon receipt of the food or receipt of the monthly billing statement. This determined amount is at the discretion of the Food Bank, to cover the administrative, operating, storage and handling costs of the Food Bank on behalf of the Participating Organization. Currently, this charge is \$0.19 per pound. Additionally, the current delivery fee per pound on all delivered product is \$0.05 per pound.
15. Must also be agreeable to paying the annual membership fee of \$100 (*or \$150 if you do not provide us with a valid e-mail address*)
16. Will not brand or label their program as a “Food Bank,” and will use the legal name and description defined within their articles of incorporation.
17. To honor and abide by any special stipulations of the Food Bank such as the agency or ultimate recipient’s use of particular foods received, time limitations for usage, etc. Such special stipulations shall be provided to the Participating Organization, and the Participating Organization agrees to sign a copy of such specified stipulations for the Food Bank records.
18. The agency agrees to adhere to additional donor stipulations.
19. To allow authorized representatives of the Food Bank to visit the operations of the Participating Organization that uses items received from the Food Bank at a time determined by the Food Bank.
20. To comply with any procedures for participation with the Food Bank as provided to the Participating Organization by the Food Bank. Partner will meet all compliance standards described in the Agency Manual. These include, but are not limited to: Submitting accurate monthly reporting data (TEFAP, households served and retail store donations) to the Food Bank by the 10<sup>th</sup> of the following month. Making reasonable efforts to participate in and support Food Bank public awareness, public policy and fundraising activities.
21. Will display “*Hunger Relief Network Member*” sticker at the entrance to all facilities.
22. To NOTIFY the Food Bank concerning any changes in program operation, including additional services, location, target population, significant increases in population(s) served, as they occur. If official contact information changes (director of program, email or mailing address), a new Participation Agreement MUST be signed.
23. To acknowledge that violation or non-compliance with this Agreement or any procedures for participation may result in suspension of participation with the Food Bank.

**II. The Food Bank shall furnish the following services, data, and information to the Participating Organization:**

1. Solicitation of usable food products from food industry members on behalf of the Participating Organization.
2. Provide notice to the Participating Organization of foods available in the Food Bank and of receipt of new or additional food products available to the Participating Organization via our website.
3. To include use of the Food Bank website [www.afoodbank.org](http://www.afoodbank.org) for Product Recall information.
4. Grievance process: If suspension from Food Bank participation becomes necessary, any grievance in relation to the suspension or any other grievance with the Food Bank requirements or policies may be taken to the Executive Director for final disposition. Any request for review must be made in writing to the attention of the Executive Director of the Food Bank.

The undersigned parties have read and understood this Agreement and it shall remain in full force and effect until revoked by written notice of either party to this Agreement. **IN WITNESS WHEREOF**, the Food Bank and the Participating Organization have executed this Agreement as of the date first written above.

**Communication Information  
Of Partner Agency:**

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zipcode

\_\_\_\_\_  
**Name of Organization/Agency**

\_\_\_\_\_  
**Printed Name of Program Director**

\_\_\_\_\_  
**Signature of Program Director** Date \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Board President/Chair**

\_\_\_\_\_  
**Signature of Board President/Chair** Date \_\_\_\_\_

**Food Bank of the Albemarle Use Only Below This Line**

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**Communication Information for  
Food Bank of the Albemarle:**

Email Address..... [afoodbank@afoodbank.org](mailto:afoodbank@afoodbank.org)

Mailing Address..... Food Bank of the Albemarle  
PO Box 1704  
Elizabeth City, NC 27906-1704

\_\_\_\_\_  
**Printed Name of Food Bank Executive Director**

\_\_\_\_\_  
**Food Bank of the Albemarle,  
Executive Director Signature** Date \_\_\_\_\_