



This document is an agreement made between **Central Illinois Foodbank** located at **1937 E.**

Cook, Springfield, IL and (Agency Name)_____ located at

(Agency Address)_____

The Agency agrees to all of the following terms and conditions of this agreement. If any of these terms or conditions are violated, then the Central Illinois 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 record keeping requirements of the Central Illinois 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 the community.
 - 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 regarding the Agency's ability to use the 501(c)(3) verification letter proving their non-profit status.
 - Agency completes and submits a 990 (or 990-N "e-Postcard") annually to 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/or infant (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 Central Illinois Foodbank free of charge (monetary, volunteer hours, services or otherwise).

D. 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).

E. Bartering, Selling and Fundraising: The Agency agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from the Central Illinois Foodbank.

3. Record Keeping: The Agency agrees that it will maintain adequate books and records and accurately reflect the total amount of product received and distributed (invoices), and the numbers served (monthly distribution reports and signature sheets).

- Monthly Reports:** Agency will submit monthly distribution reports to Central Illinois Foodbank by the 10th of each month.
- Availability of Records:** The Agency agrees to make its books and records, including but not limited to those which track the receipt and distribution of products obtained from the Central Illinois Foodbank financial record keeping books available, with or without notice.
- Annual Contracts:** Agency will submit annual contract(s) and update. If contract is not received by the beginning of the Central Illinois Foodbank fiscal year (June 1), the agency may be inactivated.

***Retail Pickup Sites:** For sites picking up retail product from grocery stores:

- Agency agrees to submit Meal Connect reports monthly,
- Agency agrees to pickup three (3) times each week at assigned store,
- Agency agrees to contact Central Illinois Foodbank if any issues arise.

4. 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.

5. 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.

6. 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 Central Illinois Foodbank. This training must be

renewed every two years.

7. **Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
8. **“As Is” Condition:** The Agency agrees that it will accept all products received from the Central Illinois Foodbank in “as is” condition. When you order product or take it through shopping you are obligated to take the product as is. Once you have signed the invoice, you are stating that you received the product in full, therefore you may not return product or receive a credit.
 - All orders must be picked up or delivered within 14 days of placing the original order.
 - All shopping product must be picked up within five business days of shopping appointment.
9. **Shared Maintenance, Transportation:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees and delivery charges for the products received from the Central Illinois Foodbank.
10. **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.
 - Promoting a particular religion or political party as part of your feeding program or requiring individuals to attend religious, political or extra services in order to receive food is prohibited.
11. **On-Site Inspections:** The Agency agrees to allow representatives of Central Illinois Foodbank, donors and government agencies to inspect and audit all facilities and vehicles where products received from the Foodbank are received, stored and distributed, with or without notice.
12. **Authorized Agents:** The Agency agrees to have only an authorized agent(s) pick-up or receive products from Central Illinois Foodbank.
 - The Agency also agrees to make known to the Foodbank a list of authorized agents and notify the Foodbank in writing when a change is made to that list.
13. **Access to One Feeding America Member Food Bank:** The Agency agrees that it will only receive food from the Central Illinois Foodbank and no other Feeding America Member Food Bank.
14. **Liability Release:** Affirm that the Central Illinois Foodbank, original donors and Feeding America are released by the agency from any liabilities resulting from the donated goods.
 - Affirm that the Central Illinois Foodbank, original donors and Feeding America are held harmless from any claims or obligations in regard to the Agency or the donated goods.
 - Affirm that the Central Illinois Foodbank, original donors and Feeding America offer no express warranties in relation to the gift of goods.
 - Willingness to adhere to all additional donor stipulations.

15. Active/Inactive Agency Designation: The Agency agrees that it will obtain products from Central Illinois Foodbank at least every month to be deemed an Active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from the Foodbank. The Agency agrees that it will complete part or all of the agency application process as determined by the Foodbank prior to consideration of reinstatement as an Active Agency.

16. Termination of Agency Agreement: The Agency or Central Illinois Foodbank can terminate this agreement, with 30 days written notice given reasonable cause, including but not limited to violation of any policies listed within this agreement.

17. Multiple Locations and Sub-distribution: The agency agrees that it will only receive and store product from Central Illinois Foodbank at multiple locations if: 1. all locations meet the requirements of this agreement, 2. have been inspected and, 3. are approved by the Foodbank prior to receiving and distributing food.

- Storing and/or distributing products from a home residence or any buildings at your home residence is prohibited.

18. Agency Handbook: The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by the Foodbank's Agency Handbook.

- I have reviewed the current agency handbook and agree to abide by its rules and regulations.

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

Agency Signatures:

Agency's Signature

Date

Print Name of representative who signed this agreement

Email Address

Central Illinois Foodbank Signatures:

Authorized Member Signature

Date

USDA Commodity Sites: You must also complete the DHS Emergency Food Program contract.

