



AGENCY AGREEMENT

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 Central Illinois Foodbank has the right, without further investigation, to stop distributing product to the agency and/or follow processes outlined in the Central Illinois Foodbank Partner Agency Manual (Appendix A) 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 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.
 - 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) or be a church, and places emphasis on serving needy clients. 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 for use by the ill, needy, and/or infants with distribution limited to use in the United States (US) and Puerto Rico only.
 - 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 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 number of individuals served.
 - i. **Monthly Reports:** Agency will submit monthly distribution reports to Central Illinois Foodbank by the 10th of each month. Monthly reports will reflect the past months distribution activities. Central Illinois Foodbank reserves the right to alter Agency status (Section 15) if monthly reports are not submitted as defined.
 - ii. **Availability of Records:** The Agency agrees to make available its product distribution and associated financial records obtained from Central Illinois Foodbank within 10 business days of written request.
 - iii. **Contracts:** The Agency will execute and return Agency Contract(s)/Agreement in a timely fashion. If contract/agreement is not received by the beginning of Central Illinois Foodbank's fiscal year (June 1), Central Illinois Foodbank reserves the right to alter Agency status (Section 15).
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. **Product Procurement:** The Agency agrees that it will obtain products from Central Illinois Foodbank at least quarterly to be deemed an Active Agency. Central Illinois Foodbank reserves the right to alter Agency status (Section 15) if product is not obtained as defined.
6. **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.
7. **Food Safety:** The Agency agrees that at least one representative from each program site where food is handled directly will be trained in a food safety course approved by Central Illinois Foodbank. This representative must be a regular volunteer or staff member that picks up, transports and/or distributes food donations or a person who supervises those activities. Food safety training must remain current. When trained representatives turn over, food safety training must be provided as soon as possible for the new representative(s).
8. **Donor Stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
9. **"As Is" Condition:** The Agency agrees that it will accept all products received from 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.
 - i. All orders must be picked up or delivered within fourteen (14) business days of placing the original order.

- 10. Shared Maintenance, Transportation:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees and delivery charges for the products received from Central Illinois Foodbank.
- 11. Agency Accounts:** The Agency agrees to pay all account obligations, as defined below, within thirty (30) calendar days of the statement date:
- i. **Shared Contribution:** In accordance with Feeding America guidelines, agencies will support Central Illinois Foodbank through a shared contribution. Contribution rates, credit limits and account policies are as found within the Central Illinois Foodbank Partner Agency Manual.
 - ii. **Product Delivery Fee:** Upon request Central Illinois Foodbank will deliver to Agency. Delivery rate and policies are found within the Central Illinois Foodbank Partner Agency Manual.
- 12. 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, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
- i. 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.
- 13. On-Site Monitoring:** The Agency agrees to allow representatives of Central Illinois Foodbank, donors and government agencies to inspect and audit all facilities and vehicles where products from the Foodbank are received, stored and distributed, with or without notice.
- 14. Authorized Agents:** The Agency agrees to have only an authorized agent(s) pick-up or receive products from Central Illinois Foodbank.
- i. 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.
- 15. Access to One Feeding America Member Food Bank:** The Agency agrees that it will only receive food from Central Illinois Foodbank and no other Feeding America Member Food Bank.
- 16. Liability Release:** Affirm that Central Illinois Foodbank, original donors and Feeding America are released by the agency from any liabilities resulting from the donated goods.
- i. Affirm that 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.
 - ii. Affirm that Central Illinois Foodbank, original donors and Feeding America offer no express warranties in relation to the product.
- 17. Donor Restrictions and Inactivity:** Some donors make requests, place restrictions, or have special requirements on some or all of their donations. The agency agrees to adhere to all donor stipulations.

18. Active/Inactive Agency Designation: Efforts will be made to come to a mutual decision of inactivity. In the event that a verbal agreement is not reached due to inability to communicate or lack of communication, written notice will be given to agencies prior to being placed in inactive status. Upon written notice Agencies will have 10 business days upon receipt of the letter to submit a plan of corrective action. Agencies may appeal as defined within the Central Illinois Foodbank Partner Agency Manual. 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.

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

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

- i. Storing and/or distributing products from a home residence or any buildings at your home residence is prohibited.
- ii. Sub-distribution to other agencies is not allowed without prior Central Illinois Foodbank approval.

21. Agency Manual: The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by the Central Illinois Foodbank Partner Agency Manual (Appendix A).

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

Email Address

Central Illinois Foodbank Signatures:

Authorized Member Signature

Date