Food Recovery Network Partner Agency Agreement

** If you choose to print this form and sign in person, please input the information into the online form as well and upload a photo of the signed form as an attachment. See: https://www.foodrecoverynetwork.org/partner-agency-agreement

Food Recovery Network’s chapters are honored to partner with local agencies on the front lines of the fight to end hunger in the United States. FRN is a growing community of food donors, students, and hunger fighting agencies dedicated to recovering surplus, unsold food from college campuses and surrounding restaurants and donating it to partner agencies serving hungry people.

This Agreement is between the local Food Recovery Network chapter (will be referred to as “FRN Chapter”) and the recipient agency (to be referred to as “Partner Agency”). The FRN Chapter is a student organization at a college or university. Unless otherwise noted, the FRN Chapter is not legally part of the nonprofit Food Recovery Network and is a separate entity simply borrowing the brand and materials.

The Partner Agency is a nonprofit that receives food donated through the FRN Chapter. The Partner Agency fits the definition of a nonprofit provided by the Bill Emerson Good Samaritan Food Donation Act: “an incorporated or unincorporated entity that ‘operat[es] for religious, charitable, or educational purposes; and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of the entity.’” This organization agrees not to charge money for food provided by the FRN Chapter.

The purpose of this Agreement is to institute regular food donations, establish the responsibilities of the FRN Chapter and Partner Agency, set logistics, and exchange contact information.

Responsibilities for FRN Chapter

The FRN Chapter is primarily responsible for recovering surplus food from its college campus dining hall, caterer, concessions, and/or local restaurants. It is also responsible for upholding basic food safety. If needed (and in most cases), the FRN Chapter will transport the food to the Partner Agency.

Products acceptable for donation:

- Unserved prepared entrees, side dishes, baked goods, and desserts
- Unopened containers of food, beverages, condiments, sauces, and spices
- The following unused products:
  - Fresh produce
  - Dairy products
  - Fresh, chilled, or frozen meat
- Non-food items

Products NOT acceptable for donation:

- Food that will not make it to the recipient organization’s refrigeration within less than two hours in the Temperature Danger Zone (41-135°F)
- Home canned, vacuum-packed or pickled foods
• Perishable foods past a “use by” date, unless frozen
• Foods in sharply dented or rusty cans
• Foods in opened or torn containers exposing the food to potential contamination
• Unpasteurized milk
• Foods with an “off” odor
• Foods prepared, cooked, cooled, or reheated at home (except for baked goods that do not need refrigeration)
• Donations from a donor that has experienced a power outage
• Foods that have been in a fridge for over 5 days

FRN and FRN Chapters do not guarantee any food deliveries, and deliveries are subject to the availability of donable food and availability of volunteers. FRN and FRN Chapters are not responsible for any reliance by the Partner Agency on any future food donations by FRN or the FRN Chapter.

Responsibilities for Partner Agency

The Partner Agency must have adequate refrigeration and freezer space to accommodate the food FRN provides, as well as the capacity to reheat food on-site. FRN cannot partner with an agency if it does not have enough space for cold food storage.

Below is a list of food safety guidelines to be followed by Partner Agencies. (Students follow these food safety protocols while packaging and transporting the food.)

Personal Hygiene

• If sick, do NOT handle the food
• Wash hands up to your elbows with warm water and soap before handling food
• Wear gloves, clean clothes, take off jewelry
• Wear a bandage if you have a cut
• Must have hair pulled back off shoulders and wear a hat/hairnet
• Wash hands again after you do any of the following: use the restroom, sneeze, touch your hair, face, clothes or body, handle raw meat or eggs, bus dirty dishes, eat or drink or use cleaning chemicals

Food

Make sure food is not between 41°F and 135°F for more than 2 hours from time food was removed from hot or cold storage. This will be listed as “Time” and “Temp.” on the label, but if it is not filled in it is the Partner Agency’s responsibility to ask for details or reject food

• Any food that needs to be refrigerated, should be refrigerated IMMEDIATELY after it arrives at the agency, following proper cooling methods
• Reheat prepared foods to minimum internal temperature of 165°F before serving
• Inspect donations for any inadequacies; smells, discoloring, etc.
• If a container is leaky, or airtight seals have broken, throw it out
• Protect food from contaminating items (staples, insects, water drippage, etc.) and keep off of the floor
• Do not allow foods to come into contact with the outside of any transport container
• Uphold other federal, state, and local laws for safe handling and service of food.

If ever in doubt about whether these procedures were followed, do not serve the food. The Partner Agency agrees to not charge money for the food FRN donates. Also, the Partner Agency agrees to release the FRN Chapter, Food Recovery Network, and the university, restaurants, or other food donors from liability resulting from any potential issues relating to donated food.

Reporting

FRN asks for Partner Agency and FRN Chapter participation in collecting data and promotional materials to support our mission.

• Three (3) pictures per semester of preparing, serving, and people eating the food – we love highlighting your work and the impact we’re making together on social media! Please send photos to programs@foodrecoverynetwork.org.
• At least one (1) written testimonial and/or quote(s) about the impact the food donations have made. More information about the work and overall impact of the Partner Agency is appreciated as it helps FRN publicize the work you do. Testimonials can be submitted through the annual Partner Agency Survey or emailed to programs@foodrecoverynetwork.org.
• The Partner Agency Representative and FRN Student Representative both must complete annual Food Recovery Network surveys to improve resource development and relationship support from the FRN National office.

The FRN Chapter and Partner Agency will both...

• Support each other in partnership, e.g. assisting with public relations, event assistance, & other collaborative planning
• Schedule times and dates of food deliveries and make a plan for what to do in case of emergencies
• Meet periodically (i.e., at the end of the academic semester) to discuss what worked, what didn’t, and how to improve in the future

Termination

This Agreement shall be effective as of the executed date below and will continue until either party gives the other party notice of termination using the preferred mode of communication specified above. Upon notification, termination is effective immediately.

Dining Service Provider

*If Sodexo is the dining service provider at your school, all parties must read and understand the following information:*
Indemnification

I. FRN and the Intended Recipient (each an "Indemnitor") agree to indemnify and hold harmless the other and its respective current and future officers, directors and Chapters (each a "Beneficiary") from and against any claims, demands, actions, losses, costs, damages, liabilities and expenses (including reasonable attorneys' fees) ("Claims"), relating to any breach or nonfulfillment of any representation or covenant regarding any matter within the scope of this agreement made by or attributable to the Indemnitor, its agents or employees ("Breach") to a Beneficiary, to the extent the Indemnitor ordered, participated in or knew about the Breach. This indemnification shall be in addition to any liability that the Indemnitor may otherwise have to a Beneficiary.

II. A Beneficiary seeking recovery under this provision shall give prompt notice to the Indemnitor that a Claim has been asserted by a third party against such Beneficiary, and shall provide the Indemnitor upon request with complete information regarding such Claim. No failure by a Beneficiary to provide the notice and information specified in the preceding sentence shall relieve the Indemnitor of any liability hereunder, except to the extent the Indemnitor has suffered actual prejudice due to such failure.

III. The Indemnitor may elect, by written notice to the Beneficiary within 60 days after receiving notice under II above, to participate in or assume the defense of any third party Claim at its own expense and with counsel reasonably acceptable to the Beneficiary. If the Indemnitor assumes the defense, the Indemnitor shall not be liable to the Beneficiary for any legal fees or associated expenses subsequently incurred by the latter in connection with such defense, unless the Indemnitor specifically authorizes the Beneficiary in writing to incur such expense; provided, however, that if the Beneficiary reasonably concludes that its defenses to the Claim are different from or more extensive than those of the Indemnitor, (1) the Indemnitor may not assume (but may participate in) the defense of such Claim and (2) the Indemnitor shall be liable for reasonable attorneys' fees and associated expenses incurred by the Beneficiary in directing such defense.

IV. Whether or not the Indemnitor chooses to defend or prosecute any third party Claim, the parties shall cooperate in such defense or prosecution, including, without limitation, by providing records, information, and testimony, and by attending meetings and litigation-related proceedings as the other party may reasonably request; provided, however, that nothing contained herein shall be construed to require any disclosures which would be subject to any claim of privilege by the disclosing party.

V. The Indemnitor shall not be liable hereunder for a settlement of any third party Claim effected without its consent (which consent shall not be unreasonably withheld), unless the Indemnitor refuses to acknowledge liability hereunder and/or declines to defend the Beneficiary in such Claim.

VI. In consideration of the donation by donors ("Donors") of food, over-the-counter commercial food preparation and service items ("Products") through FRN, the Intended Recipient and the FRN Chapter hereby agree to indemnify, defend and hold harmless each Donor who donates Product to the undersigned, such Donor's parent, subsidiaries and other Chapters, if any, (collectively, the "Donor Indemnitees") from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses, including reasonable attorneys’ fees (collectively “Liabilities”), for bodily injury to, or the death of, any person and damage to, or destruction of, any property caused by any negligence, recklessness or intentional misconduct of the FRN Chapter, its directors, officers, employees, agents or independent contractors (collectively, the “FRN Chapter Group”) in connection with the handling or
distribution by the FRN Chapter Group of any Products donated by any Donor, except for any Liabilities resulting from negligence, recklessness or intentional misconduct on the part of any Donor Indemnitee or any other person or entity other than the FRN Chapter Group, and provided that the undersigned shall be obligated under the foregoing indemnification provision, and shall have liability to any Donor Indemnitee, only to the extent that the undersigned is insured against such obligation.

**Partner Agency Information**

Full Name of Organization:

Organization Type:

Who does this organization serve? People who are:

Does this organization work with another FRN chapter?

General Shipping Address:

Hours of Operation:

General Email Address:

General Phone Number:

Website URL:

Facebook Account Name or URL:

Twitter Handle or URL:

Instagram Handle or URL:

Other Social Media URLs:

**Logistics**

Who will transport the food?

Where will the food be dropped off?

How often do you plan to donate recovered food?

Scheduled Time of Drop Off:

Estimated Travel Time:

Describe Intake Procedure:

What to do in case of emergency:

Who initiated this partnership? When was this partnership initiated?
FRN Student Information

FRN Chapter Contact:
University/College Name:
Student Phone Number:
Student Email Address:
Student Address:
My FRN Point of Contact is:
Best Time to Contact:
Best Way to Contact:

Partner Agency Representative

The best person to list as “primary contact” is the person who will interact most regularly with FRN's donations. This contact information will be used to send major network updates and opportunities to publicize your work through Food Recovery Network. It will also be used to send out FRN's annual survey.

Partner Agency Contact Name:
Partner Agency Contact Title:
Contact Phone Number (Office):
Contact Email Address:
Contact Phone Number (Mobile):
Best Way to Contact:
Best Time to contact:

By signing below, both FRN Chapter and the Partner Agency agree to the responsibilities listed above.
FRN Student Contact Signature  Partner Agency Contact Signature

____________________________________  ____________________________________
Student Signature  Partner Agency Rep Signature

Date:  Date: