



10525 J Street Omaha, NE 68127  
Phone: 402-331-1213  
Web: [www.FoodBankHeartland.org](http://www.FoodBankHeartland.org)

## Partnership Terms and Conditions Agreement

**Date:**

**Network Partner#:**

**Network Partner Name:**

**Contact Name:**

**Mailing Address:**

**Distribution Address:**

This document is an agreement between \_\_\_\_\_ referred to as “partner” and Food Bank for the Heartland referred to as “FBFH”.

The Terms and Conditions of network partnership govern a partner’s membership in the Food Bank network. The partner must be willing and able to adhere to the Terms and Conditions in order to become a partner and to maintain membership. The Terms and Conditions are designed to protect the interest of those who donate to our network and to ensure the integrity of the emergency food distribution network.

All information contained in the Network Partner manual is part of Food Bank for the Heartland’s expectations for Terms and Conditions of Partnership.

The following items are the criteria for being a Network Partner of Food Bank for the Heartland. The Partner:

- Must provide food for an underprivileged or underserved population
- Must be a 501(c)3 not-for-profit organization or qualify under the IRS Church Qualifier
- Will not sell, transfer, barter, or offer for sale the items supplied by FBFH in exchange for money, property, or services
- Partners are prohibited to require person’s served to attend religious services or activities in order to receive product distributions
- Agrees that it meets and will meet the IRS eligibility requirements for receipt, storage, transfer and use of donated food under section 170(e)(3).
- Will not use product from FBFH for personal use of agency staff or volunteers. Any staff or volunteer receiving product must do so as a client and meet all regular agency requirements
- Will not store, prepare, or distribute product from FBFH at a location not authorized by FBFH
- Will not prepare, distribute or store product out of a personal residence
- Must have responsible personnel who are accountable for record keeping and inventory control
- Must keep records of food received from FBFH at the site of distribution for a period of three years
- Must have proper and adequate physical storage space for items received from FBFH
- Must agree to distribute to individuals directly and not to another organization.
- Must operate regularly scheduled hours and be open at least twice a month for a minimum of two hours each time
- Must pass a pre-operational site inspection upon approval and at FBFH discretion thereafter, minimum every two years
- Must have the ability and willingness to access and submit information via the internet
- Must be willing to pay shared maintenance handling fees and delivery fees at prevailing rates
- Must utilize sign-in sheets or another tracking system to keep track of the individuals served
- Must establish your own criteria for the individuals you serve; however, criteria must be consistent and be posted at your pantry/feeding site
- The Partner agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations
- Must have at least one agency staff member or volunteer complete Food Safety Training
- Agrees to adhere to additional donor stipulations
- 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
- Must order and distribute a minimum of 4,000 pounds per calendar year, unless otherwise designated by FBFH

- Network partners must update FBFH with changes to address, contacts and billing information to ensure uninterrupted communication and deliveries
- Must submit online monthly reports to FBFH by the 10<sup>th</sup> of the following month for the previous month
- Network partners agree to be open to work with FBFH in alternative food insecurity relief efforts
- Network partners will adhere to ordering policies and procedures as outlined in the Agency Partner Manual

**Agreement of Indemnity**

- Partner agrees to accept all items in “as is” condition
- Food Bank for the Heartland, Feeding America, and the original donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity of fitness for consumption of any or all donated items.
- Partner hereby releases the original donor, Feeding America, and Food Bank for the Heartland from any liability resulting from the donated food/products and holds them harmless from any and all liabilities, claims, losses, and causes of action, suites of law or iniquity, or any obligations in regard to the agency partner or the donated goods.

**Non-Compliance**

If a partner does not comply with the Partnership Terms and Conditions and the contents of the Partner Manual, Food Bank for the Heartland may interrupt service to the agency temporarily or suspend the agency entirely, depending upon the severity of the violation. We recognize that these consequences may adversely impact your clients. While our goal is to ensure that clients have access to the food they need, we must maintain the integrity of our network in order to ensure its long-term viability. Any actions taken to suspend or remove a partner from partnership will receive written notification. Food Bank for the Heartland reserves the right to suspend or terminate any participating program/partner due to complaints of questionable activity or procedures.

The following list provides examples of a range of violations:

- Partner is delinquent in payment of the handling fees
- Proper records are not maintained at the program site
- Donated food or other products are improperly stored, refrigerated, or transported
- Donated food is used in a manner that is not consistent with this Agreement
- Donated food or other products are exchanged for money, property, or services
- Donated food or other products are removed from the program site for private use by program staff or volunteers

\*for extended explanation, please see the Network Partner Manual

**Grievance Policy**

If for any reason you are unsatisfied or have a grievance with Food Bank for the Heartland, please contact the following:

Sarah Comer  
 Assistant Director of Network Education & Compliance  
[SComer@FoodBankHeartland.org](mailto:SComer@FoodBankHeartland.org)  
 402-905-4817

Brian Barks  
 President & CEO  
[bbarks@FoodBankHeartland.org](mailto:bbarks@FoodBankHeartland.org)  
 402-905-4802

This agreement may be modified as deemed needed by Food Bank for the Heartland. Your network partner’s authorized representative’s signature below indicates acceptance of this agreement between your organization and Food Bank for the Heartland.

\_\_\_\_\_

**Authorized Network Partner Representative, Print Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Authorized Network Parker Representative, Signature**

Food Bank for the Heartland Authorized Signature: \_\_\_\_\_

**Assistant Director of Network Education & Compliance**