



# Partner Organization Letter of Agreement

\_\_\_\_\_ # \_\_\_\_\_  
**Partner Organization Name (legal name)                      Number(s)**

This document defines the terms of agreement between St. Mary's Food Bank Alliance ("SMFBA") and the above listed Partner Organization ("Partner"). This agreement will be in effect from October 1, 2023 through September 30, 2024, unless earlier terminated by either SMFBA or the Partner Organization.

## **St. Mary's Food Bank Alliance responsibilities:**

1. SMFBA will seek and develop food resources and maintain product obtained in a central warehouse for distribution to the Partner Organization.
2. SMFBA will provide resources and/or training on food safety, civil rights, program procedures as outlined in the Agency Portal, and additional trainings as needed.
3. Other than enforcing the stipulations of this agreement and the requirements imposed by Feeding America, IRS, USDA, DES, and SMFBA as outlined in the Agency Portal, SMFBA will not interfere with the internal affairs of the Partner Organization.

## **Partner Organization responsibilities: Please refer to the Agency Portal ([www.SMFBPartner.org](http://www.SMFBPartner.org)) for policies and procedures, program requirements, and further information.**

1. The Partner Organization will maintain an IRS non-profit designation (i.e., 501(c)(3) or equivalent status or sponsorship) for the duration of this agreement.
2. The Partner Organization agrees that all donated products provided by SMFBA will be used to care for the "ill, needy, or infants (minor children)". Partner Organization agrees to accept all products in "as is" condition. Donations may also be subject to additional donor stipulations. If additional donor stipulations exist, SMFBA will inform Partner Organization of stipulation before Partner Organization accepts delivery, and the Partner Organization has the right to refuse such donations.
3. The Partner Organization agrees to follow safe food handling, storage, and distribution methods that comply with standards set by government agencies (local, state, federal), and SMFBA.
4. Program staff and/or volunteers will not discriminate or refuse services to any person, on the basis of race, color, immigration status, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited by federal, state or local law.
5. The Partner Organization agrees to use the designated client intake forms and to submit required monthly reports, as outlined in the Agency Portal, in a timely manner.
6. The Partner Organization agrees to maintain invoices, client records, civil rights complaint logs, agency grievance logs, temperature logs, pest control records, and any other record keeping deemed appropriate by SMFBA on file for a minimum least 5 years and make them available upon request.

7. The Partner Organization is subject to announced and unannounced inspections.
8. The Partner Organization will provide an appropriate number of trained staff/volunteers to safely operate distributions.
9. The Partner Organization MAY NOT repackage or redistribute donated products to other organizations without express written approval from SMFBA.
10. The Partner Organization may not require, compel, or imply that a client must attend or participate in any religious or political activities in exchange for receipt of SMFBA product.
11. The Partner Organization may not require, compel, or imply that a client must donate or pay for services NOR shall the Partner Organization receive money, property, or services for the transfer or use of SMFBA product.
12. The Partner Organization MAY NOT distribute any type of propaganda with the SMFBA product.
13. The Partner Organization agrees to pay in a timely manner any applicable fees for products received from SMFBA.
14. The Partner Organization is required to immediately inform SMFBA of any/all changes in leadership, location, contact information, hours of operation, or service plan.
15. The original donor, SMFBA, and Feeding America offer no express warranties in relation to the product and are released by the Partner Organization from any liabilities resulting from the donated product. SMFBA and the Partner Organization agree to hold the other party harmless and indemnify each other against liability, loss, damage, or claim of any kind whatsoever. Recipient will not be obligated under the foregoing indemnification provision to the extent any such liabilities are caused by the gross negligence or intentional misconduct of any of the Indemnitees.

**Partner Organization**

**St. Mary's Food Bank Alliance**

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Representative Signature

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization Address

2831 N. 31<sup>st</sup> Avenue, Phoenix, AZ 85009  
SMFBA Address