

Shared Harvest Foodbank

2025-2026 Agency Partner Agreement

Partnership Eligibility:

For eligibility to distribute Donated Product, Agency Partner must be one of the following types of organizations with supporting documentation to be provided:

1. A Public Charity, or an organization wholly owned by a Public Charity, that either:
 - a. Was organized for and operates for the purpose of the care of and service to the ill, needy, or infants, or
 - b. Uses Donated Product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill, needy, or infants.
2. A Church that cares for or serves the ill, needy, and/or infants.

Agency Partner confirms and agrees to:

1. Receive, store, transfer, use, and handle product safely and properly in accordance with applicable law.
2. Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.
3. Adhere to additional donor stipulations.
4. Comply with the policies, procedures, and recordkeeping requirements of Shared Harvest Foodbank (SHF).
5. Pay the handling fees assessed by SHF within thirty days of the invoice date.
6. Note 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 or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA nondiscrimination statement.
7. Allow regular SHF monitoring visits.
8. Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes as outlined by SHF.
9. Acknowledge that all items are accepted in "as is" condition.
10. Acknowledge that the original donor, SHF, Feeding America, or the Ohio Association of Foodbanks (OAF) offer no express warranties in relation to the Donated Product.
11. Release the original donor, SHF, Feeding America, and OAF from any liabilities resulting from the Donated Product.
12. Hold harmless and indemnify the original donor, SHF, Feeding America, and OAF from any claims or obligations arising from Donated Product, or conditions or activities at Agency Partner locations.
13. Maintain records reflecting the total amount of Product received from SHF including product received through an Agency Partner Enabled Donor Pick-Up Program including Retail Rescue.
14. Keep records of Product received on file for a minimum of one year from date of receipt.
15. Take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.
16. Not engage in sub-distribution of product received from SHF without a signed agreement from SHF.
17. Not participate in an Enabled Donor Pick Up Program (i.e. Retail Rescue) without a signed agreement from SHF.
18. Have at least one representative attend the SHF Annual Agency Conference.
19. Meet all required local, state, and federal laws regarding food preparation and/or distribution.
20. Foster a relationship with SHF based on trust, mutual respect, and support for one another.
21. Adhere to SHF branding guidelines.
22. Notify SHF in writing of any staff or organizational changes.

23. Have any new employees or key volunteers involved with food distribution attend a SHF orientation prior to placing an order.
24. File statistical reports by the 15th of the following month to which the report pertains.
25. Read and comply with the policies and guidelines of SHF partnership.
26. Maintain all client/recipient records for a period of at least five years and provide for the proper destruction of records that are six years or older in a way that protects confidentiality.
27. Work with unity of purpose toward the common goal of maximizing safe and nutritious food to people in need by collaborating, coordinating, and providing mutual support to other members of the SHF network.
28. Transport products in a manner that prevents contamination and adulteration, including without limitation, the following requirements:
 - a. Temperature Controlled for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food item.
 - b. Use a visible active temperature retention system such as a refrigerated vehicle, or a passive temperature retention system such as insulated coolers or bags, or thermal blankets for the safe transport of hot and cold foods.
 - c. Transport product with a vehicle that has a clean food storage area and maintain to prevent contamination or adulteration of the transported Product.

Agency Partner will not:

- a) Use any non-food Donated Product in their operations or upkeep.
- b) Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Partner Agency.
- c) Use Donated Product in connection with fundraisers or events.
- d) Consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties.
- e) Use donated Product to compensate or provide incentives for staff or volunteers.
- f) Will not trade, sell, or barter Donated Product.
- g) Will not charge recipients/neighbors any fees for Donated Product.

By signing below, I attest that I have read, understood, and agree to the guidelines outlined in this Agreement.

Signature of Authorized Representative

Printed Name of Authorized Representative

Date Signed

Organization Name