

MEMORANDUM OF AGREEMENT

This agreement is made between Food Bank of Alaska (FBA), and _____
(Partner Agency). The responsibilities of the partnership are listed below:

Food Bank of Alaska accepts responsibility for:

1. Active solicitation and acceptance of donated food considered in good faith to be fit for human consumption.
2. Acceptance of other items considered useful and appropriate for redistribution to partner agencies.
3. The exercise of reasonable judgment in evaluating the quality and suitability of donated items and subsequent disposal of any questionable or spoiled food items.
4. Provision of appropriate freezer, cooler, and dry storage for donated items until needed by partner agencies.
5. Assurance of equitable re-distribution of donated product to all partner agencies.
6. Provision of other coordinating services useful to our partner network, such as hunger data collection.

The Partner Agency agrees to the following:

1. Distribution of product received from FBA solely to those in need. Food and other products can never be sold.
2. Storage and distribution of food in safe and healthful manner.
3. Compliance with FBA operational policies and procedures as outlined in the agency handbook.
4. Cooperation with FBA staff during periodic agency monitor visits.
5. Communication with FBA regarding needed food products or other services, so that FBA may continue to improve assistance to partner agencies.

The Partner Agency and FBA also hereby agree that, while FBA will do its utmost to procure healthful food, there have been no expressed warranties in relation to this food, and that FBA and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use. The partner agency releases both the original donor and FBA from any liability resulting from the condition of such food and further agrees to identify and hold FBA and the original donor free and harmless against all and any liabilities; damages, losses, claims, causes of action and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action of said agency or any personnel employed by said agency in connection with its storage and use of the food.

Signature of Partner Agency Representative

Title

Printed Name

Date

Susannah Morgan, Executive Director
Food Bank of Alaska

Date



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