

CALGARY INTER-FAITH FOOD BANK SOCIETY
BULK FOOD DISTRIBUTION PROGRAM AGREEMENT

THIS AGREEMENT IS MADE THIS.....DAY OF.....20....

BETWEEN

THE CALGARY INTER-FAITH FOOD BANK SOCIETY
(Hereinafter called the "CIFB")

AND

.....
(Hereinafter called the "Recipient")

FOR

The acceptance of *bulk food products* as a charitable donation received from various Food Industry Donors to the CIFB and distributed onwards to the Recipient. For the purposes of this Agreement, "*bulk food products*" means dry or canned food, other food products, cleaning, hygiene or other non food products received by C.I.F.B. from the donors that are distributed as received.

1. The Recipient acknowledges the following:

- (a) From time to time the CIFB arranges to distribute to other charitable or not for profit organizations working to alleviate hunger in their communities, a share of surplus or distressed food products received in bulk from various Food Industry donors. These donations are transported from the source to CIFB in a manner solely determined by the donors as logistically the most efficient and economical.
- (b) The amount of Bulk Food to be distributed by CIFB shall be either as per specific instruction from the individual donor, or as a general understanding with all the various donors. In all cases the CIFB has accepted responsibility as the steward of the donation to ensure the original Donors intention. Therefore in accepting this Agreement, the Recipient Agency has agreed to participate in the Program on the terms and conditions set out herein.

2. CIFB Distribution Conditions

The CIFB Bulk Food Program is operated on the basis of a voluntary distribution network that seeks to ensure that the arrangements agreed with the Food Industries Donors are met and continuity and consistency of product flow is maintained. CIFB encourages Recipients to work together collectively to arrange and share transport and warehousing solutions to enable the network to be maintained and expanded for the benefit of all. As a Recipient you are a vital link in the chain and have undertaken a responsibility to assist all of us to meet our obligations to the donors, the distributor and other recipients in keeping the donation flowing and the network in operation.

Please note;

- (a) The food products received from the donors are not consistent in quantity, quality and the timescales for receipt and delivery are variable. Therefore *the total amount* of bulk food available to be redistributed will vary from time to time. Under such conditions the amount and shares to be distributed cannot be consistent and have to be determined periodically.
- (b) For planning purposes the Recipients in the network should, with affair degree of confidence, be able to work on the basis that the total amount offered to the network annually should not be less than 25-30 % of the total donation received by CIFB in the same period the previous year. This is also the minimum figure CIFB will use to allocate portions to participating food banks. The previous year's actual performance figures are available and current distribution statistics are issued monthly to enable you to estimate the likely throughput.
- (c) Within this minimum total amount to be distributed, the minimum individual portions will be separately agreed with each Recipient Agency given their ability to regularly accept what is offered and within the timescales required to keep the flow of donated product moving between Donor, CIFB (as distributor) and Recipients. Should the Recipient not wish to accept their previously agreed minimum portion within the timelines agreed, the CIFB will offer and that portion elsewhere. The portion of the donation refused will be deemed lost to the Recipient Agency and not be to accept replaced at any subsequent period.
- (d) In order to preserve the integrity of the donation and distribution network, should the Recipient refuse to accept the minimum donations (as previously agreed with CIFB) more than three occasions within a twelve month period, CIFB may have no other option than to remove them as a Recipient and replace them with another. When the Recipient has been notified in writing of this decision, this Agreement shall be deemed null and void.

- (e) Where surpluses are available in excess of the minimum agreed, they will be offered to all Recipients in the network and allocated on the basis of ability to accept what is offered within the timescales required to keep the product flowing. Inability to accept these excesses or refusals will not affect the arrangements as agreed in Paras (c) above.

3. The Recipient Agency agrees that:

- (a) The CIFB and the donors make no representations or warranties, either expressed or implied, as to the quality of the food provided to the Recipient under this Agreement or its fitness for human consumption. Due to the variations in quality and source of the donated bulk food, the Recipient accepts the sole obligation and liability to determine whether surplus food products distributed by CIFB under this Agreement are fit for human consumption or otherwise suitable for use in its operations and programs.
- (b) The Recipient accepts responsibility for the transportation of the donated surplus food products from CIFB to locations as designated by the Recipient. The CIFB may, on occasion, be able to arrange for transportation acting as an agent on behalf of the Recipient, but any cost, liability or responsibility shall remain that of the Recipient.
(Please note that the CIFB's ability to retain and store such large quantities of product for so many Recipients is limited and it is your responsibility to ensure a transportation solution within the timelines agreed).
- (c) The CIFB reserves the right and obligation to provide details on the amount and frequency of product received by the Recipients when so required by the donors. The CIFB also reserves the right to publicise the program and the Recipients participating and benefiting under this Agreement in internal and external public relations materials and/or media releases to promote the program and recognise the Donors if they so wish.
- (d) That the Recipient has as a primary objective the operation of food distribution/meal programs to those in need; that they will continue these objectives during the term of this Agreement; is registered as a Charitable or Not for Profit Organisation and will maintain its status during the term of this Agreement and will provide notice to the C.I.F.B. immediately if during the term of this agreement the Recipient loses this status.
- (e) That the recipient is not a Government Agency nor receiving, during the term of this Agreement, the majority of core funding direct from Federal, Provincial or other Local Government sources for the purpose of purchasing food.

- (f) To ensure that the food obtained under this Agreement is not sold for profit, or to directly gain commercially from its disposal. Should the Recipients wish to use the donated food in the preparation of any food products or meals to be sold to the public or clients to raise funds for their Agency, they should so advise CIFB, who reserves the right to veto such use where it infringes the requirements or interests of the donors.

This Agreement may be amended by a letter signed by both parties and may be terminated upon 30 days prior written notice provided by either party to the other. The termination of this Agreement will not terminate either the rights or obligations of the parties exercised under this Agreement prior to termination.

Signed..... Recipient

Please Print Name and Position.....

Date.....

Address & Contact Details for Recipient personnel responsible for distribution and transport arrangements.

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Signed.....CIFB

Date.....