
**Memorandum of Understanding (MOU) Agreement
Member Agency Agreement
2026 - 2027**

Purpose

This Memorandum of Understanding (MOU) outlines the terms, understanding, and responsibilities of the AR Foodbank and the Member Agency, regarding proper food distribution. By signing this Memorandum of Understanding (MOU), the Member Agency agrees to all the following terms and conditions of this agreement. If any of these terms or conditions are violated, The Arkansas Foodbank has the right, without further investigation, to stop distributing products to the Member Agency and/or follow processes outlined in the Corrective Action, Grievance, and Termination policies documented until the term(s) or condition(s) can be met:

Duration

This membership is in effect for one full year. You will be required to run a food distribution at least once a month, and this agreement becomes effective immediately upon signing by the authorized member agency representative. This agreement will remain in effect for one (1) year. **This MOU agreement must be reestablished each year no later than July 31.**

If at any time the Member Agency wishes to terminate its membership with the Arkansas Foodbank, **it must do so in writing at least 30 days ahead of the termination date.**

Requirements and Terms of Agreement

The member agency must maintain eligibility by either maintaining good standing with the Internal Revenue Service (IRS) as a designated 501c3 public charitable organization **OR** meeting the church qualifier requirements. These qualifications will be reviewed annually and must remain current. The member agency must meet the IRS eligibility requirements for receipt, storage, transfer, and use of donated products under section 170e3.

The member agency agrees that it will serve all neighbors in need, individuals and families. The member agency agrees that it will not be incorporated for a purpose that is not related to serving neighbors in need.

The member agency agrees that it will distribute the donated products (food and non-food items) obtained from the Arkansas Foodbank or from the Retail Pick-Up Program (free of charge without any monetary payment, volunteer contribution, services, or other compensation required).

The member agency agrees that it will only use and distribute donated products to neighbors who qualify and/or are in need as defined in IRS code 170(E)(3). The member agency agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(E)(3). The member agency agrees that it will comply with restrictions on the use and transfer of documents of property, as described in IRS Tax Code 170(E)(3) and any amendments to the Code.

The member agency agrees that it **will not**:

- Use any non-food donated products in its operations or upkeep.
- Use any donated products for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to the member agency.
- Use donated products in connection with fundraising events.
- Consume any donated products (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties.
- Use donated products to compensate or provide incentives to staff or volunteers.
- Trade, sale, or barter donated products.

The member agency agrees that it will only distribute products received from Arkansas Foodbank in the areas discussed in the initial application and will discuss any changes to the service area with the Arkansas Foodbank, in writing, and only after approval has been granted. That member agency agrees that it will not distribute any products outside of the United States of America and Puerto Rico.

The member agency **agrees:**

Record Keeping and Reporting

- To maintain accurate books and records that reflect the total amount of product received and distributed (or used), a description of the product, and the date the product was received.
- To keep such records for at least (1) one year from the receipt date.
- Submit **required monthly reports** on the **1st of each month**, (no later than the 5th of each month); records for each program must be kept and reported.
- That it will implement and utilize the AR Foodbank required method of collecting data and reporting data. **Service Insights – digital platform(s)** to streamline neighbor intake and reporting, **required no later than December 31, 2026.**
- Take appropriate administrative and technical precautions to protect all personal and program-related data in compliance with the state privacy laws, specifically the Arkansas Personal Information Protection Act (Ark.Code Ann. 4-110-101 est seq.) **Any data breach or suspected compromise must be reported immediately to Arkansas Foodbank.**
- To make its books and records, including but not limited to those which track receipt and distribution of products received from AR Foodbank and financial records, available to the AR Foodbank with or without notice.
- That it will keep its **“Find Food”** information updated through **“Vivery”** and all closings must be posted immediately on your Vivery page. Vivery is a digital platform that helps food banks, pantries, and communities improve food access.
- That it will not engage in discrimination in the provision of services 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 current USDA Nondiscrimination Statement.
- When distributing USDA products, The Emergency Food Assistance Program (TEFAP) or Commodity Supplemental Food Program (CSFP), participation records will be maintained and include date of issuance, participate name, address, number in household and meals of eligibility. The member agency cannot make changes to any USDA documentation forms.
- To keep all USDA records for at least (3) years from the original completion and/or intake date.
- When it does not submit **USDA report(s)** on time, the member agency **will not** receive USDA food for distribution the following month(s), until the reporting has been received by the AR Foodbank.

Food Safety

- That it will receive, and handle all products conforming to all local, state, and federal regulations and will maintain current licenses as required by local, state, and federal regulations.
- That it will store, handle, and distribute products consistent with the Federal Food, Drug, and Cosmetic Act (FD&C Act) | FDA. And any regulations that follow food safety guidelines.
- When transporting products, the member agency will do so in a manner that prevents contamination, and adulteration, including, without limitation.
 - Temperature Controlled for Safety (TCS) food must be tagged, transported, and held at temperatures appropriate to the relevant food item (safe temperatures for hot and cold food)
 - Use a viable, active temperature retention system (refrigerated vehicle) or a passive temperature retention system (insulated cooler, or bags, or thermal blankets) for the safe transport of cold and hot food.
 - All vehicles used for transporting products must have a clean food storage area and be maintained to prevent contamination or adulteration of the transported product.

Food Safety Continued

- That at least one staff member/volunteer, preferably two (2) will be trained in food safety from an approved food safety course.
 - Approved training is ServSafe Certification, National Restaurant Certification, Food Handlers Card, and other approved safety training curriculums (Basic Food Safety and Service with a Smile, Required).
- If it utilizes food provided by the AR Foodbank to make its meals, its key service program staff/volunteer is required to meet local commercial food safety standards (ServSafe certification). AR Foodbank follows all local, state, and federal food safety guidelines.
 - The member agency must follow all local, state, and federal guidelines.
- That it will adhere to all donor stipulations placed on donated products.
 - When these stipulations exist, AR Foodbank will provide a detailed explanation prior to releasing products.
 - That it will accept all products received from the AR Foodbank in the “**as is**” condition.
 - If the agency does receive products that are not acceptable, you must contact the AR Foodbank immediately, **within no less than 24 hours** of receiving and taking pictures of the unacceptable products.
- To release the original donor, AR Foodbank, and Feeding America from any liabilities resulting from the donated product. The original donor, AR Foodbank, and Feeding America are held harmless from any claims or obligations regarding the member agency or the donated product.
- To hold harmless and indemnify the original donor, AR Foodbank, and Feeding America from any claims or obligations arising from donated products or conditions or activities at the member agency locations.
 - And acknowledges that the original donor, AR Foodbank, and Feeding America offer no express warranties in relation to the donated product.
- To allow representatives of the AR Foodbank, donors, and government agencies to monitor and audit all facilities and vehicles where products from AR Foodbank are received, stored, and distributed, with or without notice.
 - The member agency must have someone available on the day of the on-site review to meet with the AR Foodbank, State, Local, or Federal agency to complete the visit.
 - If the member agency does not comply, it will be suspended until the on-site review is completed.
- To complete and maintain an “**Authorized Personnel Form**” annually and update each staff member and volunteer that is no longer authorized on behalf of the member agency, to the AR Foodbank.
- To provide a working email address and two (2) phone numbers with message-leaving capabilities.
 - The email address must be checked weekly, as this is how AR Foodbank sends recalls, invoices, statements, and other important information.
 - One (1) of the phone numbers must be a contact person who is physically on-site, so the AR Foodbank is able to contact the member agency in case of delivery delays or issues that may arise and need immediate attention.
- That it will operate at regularly scheduled times, and these service times **MUST** be posted within easy sight of neighbors and potential neighbors.
 - That it will communicate all changes, including weather closures, to the AR Foodbank.
 - That it will have a system in place for notifying neighbors and potential neighbors of unexpected closures (weather, etc.)
- That it will **ONLY** receive and store products from the AR Foodbank at multiple locations when each location:
 - Has met the requirements of this agreement.
 - Has been monitored.
 - Has been approved by the AR Foodbank prior to receiving and distributing product.
- That it will **NOT** sub-distribute, redistribute/share donated products to any “non-AR Foodbank member” agency, organization, or entity other than a qualified client without a signed agreement or addendum to this agreement.
- That it is fully responsible for ensuring adequate and safe transportation and volunteer support for food order pick up, whether at the AR Foodbank warehouse or tailgate location (retail rescue, donor direct, etc.).
 - If adequate transportation and volunteer support **IS NOT** provided by the member agency, AR Foodbank reserves the right to deny order pick-up.
 - In the event AR Foodbank denies a pick-up due to inadequate transportation or volunteer support, the product will go back into inventory, and the member agency must place a new order and may be subject to associated fees to return product.

Suspension and Termination

- That the AR Foodbank reserves the right to place a member agency on suspension (**compliance hold**) for a period of **up to three (3) months** for non-compliance.
- If the member agency becomes compliant and adheres to the policies, terms, and requirements during its suspension period (**before 120 days**) the suspension will be lifted with no further action taken.
- If the member agency **cannot** or **refuses** to meet compliance requirement your AR Foodbank account will be placed on **Compliance Hold**, your agency express account will be disabled, and you will not be allowed to place or received food orders, until all compliance requirements have been met.
- If the member agency **cannot** or **refuses** to meet compliance requirements within **60 days**, the agency will receive a 2nd notification via email and phone, with details of what is required to meet compliance requirements. **The agency will remain on Compliance Hold**, until all compliance requirements have been met.
- If the member agency **cannot** or **refuses** to meet compliance requirements within **90 days**, the agency will receive a 3rd and **final notice** via email and phone call, that will include the termination date.
- If the member agency **cannot** or **refuses** to meet compliance requirement within **120 days**, AR Foodbank **will terminate** the account and agreement effective immediately **on day 121** and **the member agency will not be able to open food distribution sites with the AR Foodbank**.
- AR Foodbank will reach out for immediate follow-up actions, including, but not limited to, a phone call, email, and site visit to properly dissolve the membership.
- If the AR Foodbank must terminate the member agency agreement, **The agency must wait a period of at least twelve (12) months (one calendar year) after the termination date to apply again** to become a member agency

Billing and Payment

- Payment is due within 30 days of the first invoice date, including membership fees.
- Payments should be made out to:
 - **Arkansas Foodbank** by Check or Money Order and mailed to our Finance Department:
 - 4301 W. 65th Street, Little Rock, AR 72209
- All payments must include the member agency name, member agency ID number, and invoice number.
- An invoice is considered past due if payment has not been received within 30 days after the invoice has been issued.
- If the member agency does not make a payment within 30 days of the invoice date, **on day 31** your AR Foodbank account will be placed on **Finance Hold**, and your agency express access will be disabled, you will not be allowed to place or receive food orders, until payment is received.
- The agency will be contacted via email and phone requesting payment, If payment is received, your account will be restored, and no further action will be taken.

Invoice Dispute

- Any dispute regarding an invoice must be submitted in writing within **15 days of the invoice date**. Disputes raised after this period will not delay payment obligations.

Past Due Invoice(s)

- If no payment is made or received within **60 days** past the invoice date, the agency will be contacted via email and phone requesting payment of all outstanding invoices and balances to be paid.
- If no payment is made or received within **90 days** of the invoice date, a formal written past-due request for payment will be sent via email to include all overdue invoice numbers and amounts.
- If no payment has been received within **120 days** of the invoice, AR Foodbank **will terminate** the account and agreement effective immediately **on day 121** and **the member agency will not be able to open food distribution sites with the AR Foodbank**.
- AR Foodbank will reach out for immediate follow-up actions, including, but not limited to, a personal phone call, email, and site visit to properly dissolve the membership.

Reinstatement Terms

- If the AR Foodbank must terminate the member agency agreement, **The agency must wait a period of at least twelve (12) months (one calendar year) after the termination date to apply again** to become a member agency.
- All outstanding invoices and balances must be repaid in full, before reinstatement is considered or possible.

Force Majeure/Exceptions

- AR Foodbank **will not** impose penalties for delays caused by events beyond the agency's reasonable control (e.g., natural disasters, emergencies).



Signature Page

By initialing and signing below as indicated, your member agency shows full understanding and agreement to all policies, terms, procedures, and requirements as outlined in this Memorandum of Understanding (MOU) agreement. No alterations or changes may be made to any part of this agreement.

Member Agency ID Number: _____

Member Agency Name _____

Initial each box below to indicate receipt and understanding of the outlined member agency agreement requirements:

- _____ Terms of Agreement
- _____ Recording Keeping and Reporting
- _____ Food Safety
- _____ Suspension and Termination
- _____ Billing and Payment

Authorized signatures below confirm that the member agency partner is accepting and agrees to abide by all terms and conditions of this Agreement.

AR Foodbank Chief Programs Officer Signature

AR Foodbank Chief Programs Officer Printed Name

Date

AR Foodbank Programs Director Signature

AR Foodbank Programs Director Printed Name

Date

AR Foodbank Programs Manager Signature

AR Foodbank Programs Manager Printed Name

Date

AR Foodbank Coordinator Signature

AR Foodbank Coordinator Printed Name

Member Agency Partner Signature

Member Agency Partner Printed Name

Date