



Memorandum of Understanding

This is an agreement between

Daily Bowl (hereinafter referred to as DB)

(hereinafter referred to as Receiving Agency)

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party concerning DB's Glean Distribute Program and outline other collaborative arrangements and activities to strengthen each party's food recovery programs.

II. Description of Programs and Activities

DB's Glean Distribute Program (Program) allows organizations to receive, free of charge, products gleaned by DB with the understanding that said products will be distributed, free of charge, to Receiving Agency's community members. Products include, but are not limited to, produce, prepared food, groceries, bakery products, and canned food.

Receiving Agency's programs also allows food insecure community members, other organizations and community entities to receive food products recovered by Receiving Agency. Products include, but are not limited to, produce, prepared food, groceries, bakery products, and canned food.

From time to time, DB and Receiving Agency may engage in collaborative activities to strengthen each other's programs. These activities include, but not limited to, joint food rescue and/or distribution; food donation sharing; food donation source referrals; food receiver referrals; information sharing; and joint submission for grants, contracts, and other opportunities. Each party may serve as a bidder, principal applicant, co-applicants, and/or subcontractor, sub-applicant, depending on the opportunity.

III. MOU Term

The term for this MOU is the period within which the responsibilities of this agreement shall be performed:

Start Date:

End Date:

IV. DB Responsibilities

DB shall undertake the following activities during the duration of the MOU term:

1. Appoint a primary contact for the Program to provide administrative oversight and leadership.
2. Identify and glean products necessary for the operation of the Program.
3. Confirm to all local, state and federal regulations in proper handling and safe recovery and distribution of products to the Receiving Agency Partner.
4. Respond to questions and concerns about the Program and DB services within five business days.
5. Consider feedback from Receiving Agency Partner about the Program.
6. Notify the Receiving Agency Partner of any product recall.
7. At least one person (staff or volunteer) will be Food Safety Trained

V. Receiving Agency Partner Responsibilities

Daily Bowl: 525 H Street Union City CA 94587 www.dailybowl.org @dailybowluc info@dailybowl.org



Receiving Agency Partner shall undertake the following activities for the duration of the MOU term:

1. Conform to all local, state, and federal regulations in proper handling and safe preservation of products in temperature -controlled places, away from any contaminants, including cleaning materials and toxic chemicals.
2. Distribute products in a proper and safe manner
3. Provide DB's gleaned products free of charge to its community members.
4. At least one person (staff or volunteer) must be Food Safety Trained
5. Promptly comply with DB's instructions on product recall.
6. Promptly notify DB of any claim of liability related to products provided by DB or any report of illness or injury related to, or possibly related to, products provided by DB,
7. Avoid 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.
8. Allow DB to conduct regular monitor visits.
9. Treat clients with dignity, respect, and professionalism, using appropriate language and behavior at all times.
10. Clean, store and return any crates and boxes given by DB as part of its distribution
11. Keep accurate records relating to the use and distribution of products and monthly reports on time.
12. Communicate problems and requests to DB in a timely manner.
13. Inform DB in writing of any changes in Program personnel, days/hours of operation and/or number of people being served.

VI. Insurance, Indemnification, and Remedies

1. Each party shall maintain such insurance as may be specified in any scope of work developed under this MOU. Each party covers its own property, casualty, liability, health, workers compensation, and other insurance does not cover each other's property or activities.
2. Each shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the MOU.
3. No party will be liable to the other for any incidental, special, exemplary, punitive, or indirect damages arising out of or otherwise related to this MOU. Total liability under this MOU will in no case exceed any fees payable under this MOU.
4. Neither party will be liable to the other for any failure or delay in performance due to any natural disaster, government order, pandemic or other health threat, civic unrest, or other similar event beyond the party's reasonable control. Should such an event occur, the affected party will give prompt written notice of such event to the other party and will use commercially reasonable efforts to work around the situation and resume performance as soon as reasonably possible. If either party is unable to resume performance after 30 days, either you or we can terminate this MOU.

VII. Modification and Termination



1. This MOU may be cancelled or terminated by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties in writing before becoming effective.
3. If this MOU is terminated by either the DB or Receiving Agency prior to the completion of MOU terms, then each party retains the right to reclaim their own assets immediately.

VIII. Effective Date and Signature

DB and Receiving Agency Partner indicate agreement with this MOU by their signature.

Authorized signature from DB

Authorized signature from Receiving Agency

Printed name, Title of DB signatory]

Printed name, Title of Receiving Agency Signatory

Date

Date

81-3341265

EIN #

EIN #