

# COLLEGE-CBO PARTNERSHIP AGREEMENT SAMPLE



*This is a sample Partnership Agreement between a college-based lead agency and a community-based partner. This sample is meant to provide an example of what an agreement can look like but is NOT meant to be used as a template. This agreement has been de-identified so instead of using the names of organizations you will see something like [LEAD AGENCY] to indicate where the name of organization would go in the agreement.*

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[PARTNER 1] collaborates with organizations in making food available to people in need in [SERVICE AREA]. To that end, [PARTNER 1] and [LEAD AGENCY] hereby agree to the following:

## **[PARTNER 1] RESPONSIBILITIES:**

1. [PARTNER 1] will provide products to [LEAD AGENCY] in quantities and assortments and at times as [PARTNER 1] and [LEAD AGENCY] agree.
  2. [PARTNER 1] will use the donated area during the agreed scheduled distribution time.
  3. [PARTNER 1] staff will monitor the [LEAD AGENCY]'s activities on a regular basis as [PARTNER 1] determines appropriate. All volunteers and program participants must adhere to established guidelines in order to participate at the [LEAD AGENCY] location. If an incident occurs with a volunteer or participant, [PARTNER 1] staff will notify the reporting agent as to what action has taken place on the reported issue(s).
  4. [PARTNER 1] will work cooperatively with and provide assistance to [LEAD AGENCY] including support and training about client eligibility guidelines, safety, and other matters as [PARTNER 1] determines is appropriate. Each [LEAD AGENCY] will have a volunteer Site Lead who will be assigned to assure that the operation goes smoothly. (The exception will be satellite sites or programs where the staff of the location takes over takes over this responsibility.)
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## **PROGRAM RESPONSIBILITIES:**

1. In the event that [LEAD AGENCY] provides a site for the food distribution, such site will be provided at no charge to [PARTNER 1], and on an agreed upon schedule. The site will at all times be accessible by delivery truck and have room for tables, pallets and food recipients.
2. [PARTNER 1] and [LEAD AGENCY] may change the dates and hours of distribution upon advance mutual agreement and availability of the site.
3. [LEAD AGENCY] will distribute food only to persons who meet [PARTNER 1] eligibility criteria and who otherwise are low-income, needy, ill, or infant individuals for use in [SERVICE AREA]. [LEAD AGENCY] will not charge recipient for food. [LEAD AGENCY] will distribute the food on a first-come, first-serve basis or by appointment, and take reasonable steps to ensure that each recipient receives an appropriate supply. [LEAD AGENCY] will distribute leftover food accordingly as defined by [PARTNER 1].
4. [LEAD AGENCY] will not require any individual to participate in religious activities (such as attending religious services, prayer, or counseling sessions) in order to receive [PARTNER 1] products.
5. [LEAD AGENCY] site should be free of hazards. Program site must properly display emergency exits and safety protocols and fire extinguishers must be located on site and inspected regularly.
6. [LEAD AGENCY] will consolidate all excess product, trash, cardboard etc. at the end of distribution, if necessary, for pickup by [PARTNER 1].

7. [LEAD AGENCY] Staff and Volunteers will not 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. Any person who believes he or she has been discriminated against in any activity should contact their Program Manager at [CONTACT INFORMATION].
8. [LEAD AGENCY] Staff and Volunteers will not sell, barter, or exchange [PARTNER 1] products for money, property, or services. [LEAD AGENCY] staff and volunteers may not require or accept from recipients any donations in conjunction with, as a condition of, or in relation to the receipt of [PARTNER 1] products. [LEAD AGENCY] staff and volunteers will not transfer [PARTNER 1] products to another organization without first obtaining consent from [PARTNER 1].
9. As required by the program type, [LEAD AGENCY] will maintain appropriate storage space and otherwise take actions to ensure food and other products received from [PARTNER 1] remain in good condition from time of receipt to distribution. [LEAD AGENCY] staff and volunteers will observe safe and proper handling practices of all product, which conforms to all local, state and Federal regulations.
10. [LEAD AGENCY] will send a representative to attend all meetings as scheduled or requested by [PARTNER 1].
11. Site Leads will train volunteers on site-specific safety procedures and what to do in an emergency.
12. As required by the program type, site lead, program staff or volunteers will collect information and maintain appropriate records of its activities under this Agreement, including, without limitation, information about (i) the number of households and individuals served and (ii) volunteer participation, hours worked and contact data. [LEAD AGENCY] will retain these records for at least 3 years and make them available for review by [PARTNER 1] upon reasonable request.
13. [LEAD AGENCY] will submit all required reporting to [PARTNER 1] in a timely manner including submission, within seven (7) days following the end of each month, a monthly count of unduplicated individuals served during that month.
14. The site lead, program staff or volunteers will contact [PARTNER 1] immediately if there are perceived problems with the distribution, participants, and/or volunteers, any theft or other loss or any receipt of any claims or reports of illness relating to [PARTNER 1] products. Please address questions or concerns to your Partnership Manager.
15. [LEAD AGENCY] staff and volunteers will comply with all laws, regulation and ordinances, and will comply with all organizational and client eligibility, operational, record keeping, or any other [PARTNER 1] requirements, that relate to Program's activities under this Agreement.
16. [LEAD AGENCY] will perform and verify that a national background check has been passed by any and all [LEAD AGENCY] staff and volunteers with direct repetitive contact with children. Direct repetitive contact is defined as three or more occurrences of contact with children during an academic year where their parent or legal guardian is not present.

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#### **GENERAL PROVISIONS:**

1. [PARTNER 1] may during normal business hours and without notice inspect and monitor the [LEAD AGENCY] and all facilities used by [LEAD AGENCY] regularly in carrying out its activities under this Agreement. This does not impose any duty on [PARTNER 1] to inspect any [LEAD AGENCY] facility or assume any liability of any kind arising from inspecting or not inspecting any facility.

2. Any outside group/organization wishing to distribute materials and/or make presentations at the [LEAD AGENCY] site during the [PARTNER 1] distribution must get advance written permission from [PARTNER 1].
3. No food other than that provided by [PARTNER 1] may be distributed during this time.
4. [LEAD AGENCY] and [PARTNER 1] will maintain appropriate liability insurance. Parties will provide to each other upon request a Certificate of insurance confirming this coverage and naming the other party as additional insured.
5. Parties will indemnify, defend, and hold the other party harmless from and against any and all claims, liabilities, losses, damages, and expenses, including without limitation, claims arising from death or personal injury, taxes, and attorneys' fees and expert witness costs, arising from or in relation to: (i) any breach of its obligations under this Agreement; or (ii) any other act or omission by Party. Parties will have no obligation to indemnify the other party to the extent the liability is caused by the other party's gross negligence or willful misconduct.
6. [LEAD AGENCY] and [PARTNER 1] are independent contracting parties and separate legal entities. This Agreement is not intended to and does not create a partnership, joint venture, employment, fiduciary, control or similar relationships for any purpose. Neither party has the power or authority to bind or obligate the other to a third party or commitment in any manner.
7. This Agreement is the entire agreement between [PARTNER 1] and [LEAD AGENCY] and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing, and communications between [PARTNER 1] and [LEAD AGENCY] relating to the same subject matter.
8. This Agreement may be amended only as stated in writing, signed by both parties, which states that it is an amendment to this Agreement.
9. This Agreement may be terminated (i) by the written consent of [LEAD AGENCY] and [PARTNER 1] at any time, or (ii) by either party upon 30 days' written notice to the other party. [PARTNER 1] may terminate this Agreement immediately if [LEAD AGENCY] dissolves, liquidates, ceases to engage in its operations, breaches any terms of this Agreement or makes any false statement to [PARTNER 1]. Such a termination will be effective upon delivery by [PARTNER 1] to [LEAD AGENCY] of a notice to that effect.

This agreement will be in effect from [DATE] until revoked, in writing, by either party.

**[PARTNER 1]:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[LEAD AGENCY]:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_