Partner Purchase Program
Memorandum of Agreement

This agreement outlines the commitments and expectations of The Food Bank for Central & Northeast Missouri (The Food Bank) and

_____

(Name of Partner Agency)

for participation in the Partner Purchase Program (PPP).

This agreement is effective from July 1, 2026, to June 30, 2027.

Program Overview

The Partner Purchase Program (PPP) is designed to provide Partner Agencies with access to additional food items, leveraging The Food Bank's purchasing strength. Participation is voluntary, and there are no obligations to purchase. This is an opportunity for Partner Agencies to leverage The Food Bank's buying power on items currently purchased from other sources.

The Food Bank for Central & Northeast Missouri will continue to provide donated, purchased, retail-enabled and USDA food and non-food items at no cost to Partner Agencies. Allocation of the no cost items will continue to be primarily based on meeting Feeding America's proportionate distribution requirements, number of households served, and storage capacity of Partner Agencies.

Eligibility

Partner Agencies in good standing are eligible to participate in the Partner Purchase Program. To be considered "in good standing" the Partner Agency must be current with reporting, adhere to the guidelines of the Agency Memorandum of Agreement and pay for purchased product within the timeline established in this agreement.

Products Available

Partner Purchase Program items are any products that The Food Bank purchases on the open market and then provides to Partner Agencies at **low cost**. All products available for purchase will be at least six months out from "best buy" date unless otherwise indicated on the ordering form. The goal of this program is to supplement the products received from The Food Bank.

As such, The Food Bank prioritizes purchasing staples that are regularly stocked by Partner Agencies but rarely available through The Food Bank. The Food Bank will periodically survey participating Partner Agencies to assess the menu of items available for purchase and adjust as necessary.

Ordering Guidelines

Partner Agencies are expected to complete the ordering form 10 days before regularly scheduled delivery or pick-up appointments from The Food Bank. Once the products are ordered, The Food Bank will set the items aside for delivery / pick-up on a pallet separate from the items provided at no-cost.

Receipt of Purchased Items
The Partner Agency must sign for the items received from The Food Bank. The individual receiving the food is encouraged to compare the items ordered to those that are listed prior to signing the invoice. The Food Bank expects the Partner Agency to educate staff and volunteers on who has the authority to sign for these items. The Food Bank will not be responsible for determining who has the authority to sign the invoices and will take the signature provided as proof of delivery for all goods on the order form.

Recalls
Any potential recalls for PPP products will be handled through The Food Bank's existing recall process, ensuring traceability and prompt notification to affected Partner Agencies.

Quality & Delivery
If purchased food arrives damaged beyond usability from The Food Bank's vehicle, The Food Bank will issue a refund. The Partner Agency must document and report damages immediately and The Food Bank driver must sign off on any noted damages.

Payment Guidelines
At the completion of each transaction, a Partner Agency receives an invoice detailing the items received from The Food Bank. In the following month, the Partner Agency will receive an electronic copy of any open invoices from the preceding month(s) via email.

Payment Terms
Payment for the services and goods rendered will be due 30 days following the receipt of the product. After 30 days of non- or insufficient payment, the Partner Agency will be given notice that payment is overdue and late, though access to goods and services will remain unaffected. After 60 days of non- or insufficient payment, the Partner Agency will only be able to access products and services that are available to all Partner Agencies at no cost. After 90 days of non- or insufficient payment, the Partner Agency will no longer have access to any of The Food Bank's resources until the Partner Agency's payment obligations are met in full.

This same information is shared in the table below:

Days Past Invoice Date	Account Impacts
0 to 29 days	None – account in good standing
30 to 59 days	Email notification of past due payment
60 to 89 days	Account access limited to food available at no-cost only
90+ days	Account suspended

If there is an extenuating circumstance that prevents the Partner Agency from meeting their accrued debt to The Food Bank and the Partner Agency still requires access to The Food

Bank's resources, the organization may file a request to the Director of Community Engagement for an extension of their payment terms and/or continued access to The Food Bank's resources despite non-payment. Ultimately, the Chief Executive Officer of The Food Bank will determine if the request is granted.

No prepayments are accepted nor are any credits maintained by The Food Bank except in the event of the return of damaged product. In the case that a donation is made to The Food Bank on behalf of one of its Partner Agency, that payment will be sent to the Partner Agency. We are not currently able to maintain credits for participating partners.

Payment Options

Partner Agencies are encouraged to make regular payments following the receipt of the purchase invoice. The Food Bank accepts payments through the following methods:

- Check
- Money order
- Credit* / debit card

*Please note, The Food Bank for Central & Northeast Missouri will assess a surcharge of 3% on all credit card transactions.

For all checks and money orders, please indicate the Agency Number and invoice numbers in the memo line. Both numbers are found on each product invoice.

Payments must be mailed to:
ATTN: Partner Purchase Program
The Food Bank for Central & Northeast Missouri
2101 Vandiver Drive
Columbia, MO 65202

Returned Check Policy

In the case that a check is returned for insufficient funds, The Food Bank will notify the organization to rectify the issue. If a second check is returned at any point, then The Food Bank will only accept money orders, cashier's checks, credit/debit card payments for all future payments.

Program Modifications

The Food Bank reserves the right to modify or change the Purchase Product Program at any time. The changes will be communicated in a timely manner to Partner Agencies.

The Food Bank's Responsibilities

The Food Bank agrees to:

- Provide up-to-date information on available products and pricing.
- Receive program orders, coordinate purchases and manage inbound logistics.
- Generate orders in a timely manner.
- Communicate with partners as needed.
- Coordinate the pickup, delivery and/or shipment of ordered items to the organization and contact listed in this agreement.
- Inform the organization when the order is ready for pickup, delivery or shipping and provide an invoice for items.
- Assist and advise the Partner Agency on proper food handling, distribution and storage

requirements.
- Provide timely notification of food recalls and initiate mock recalls each year to demonstrate the strength of the process and maintain food safety for neighbors.

Partner Agency Responsibilities

The Partner Agency will:

- Distribute food equitably and in good faith to neighbors facing food insecurity.
- Sign and return the invoice when the product is received, noting any damages or concerns on the invoice.
- Pay for the cost of food and non-food items.
- Communicate promptly with The Food Bank, as needed.
- Identify and report missing or damaged product within five (5) business days of receiving.
- Store product according to manufacturer and food safety standards.

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The Food Bank hereby agrees that, while The Food Bank will do its utmost to procure healthy food, there have been no express warranties in relation to this food, and that The Food Bank expressly disclaims any implied warranties of merchantability or fitness for a particular use. The organization releases The Food Bank from any liability resulting from the condition of such food and further agrees to indemnify and hold The Food Bank 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.

The Partner Agency's authorized representative's signature below confirms that the Partner Agency is accepting and agrees to abide by all terms of this agreement. This assurance is binding on the agency, its successors, transferees and assignees as long as it receives assistance or retains possession of assistance from The Food Bank. The person or persons whose signature appear below are authorized to assign this assurance on behalf of the agency.

PARTNER AGENCY

_____
Name of Agency (print)

_____
Name of Authorized Representative & Title (print)

_____ _____
Signature of Authorized Representative Date

BILLING INFORMATION:

_____ _____
Billing Contact Name and/or Title Phone Number

_____
Billing Mailing Address (Street, City, State, Zip Code)

_____
Billing Email Address (*to receive invoices)*

THE FOOD BANK FOR CENTRAL & NORTHEAST MISSOURI

_____ _____
The Food Bank Representative Date

TFB USE ONLY
County:_____
Agency Number:_____