Generator and Food Recovery Organizations
Memorandum of Understanding

1. Parties

This Memorandum of Understanding (hereinafter referred to as “MOU”) is dated __________, 20__ and is made between Generator [address] and _____________________________________ (“FRO/FRS”).

2. Purpose

The purpose of this MOU is to establish the terms and conditions under which either Generator and the Commercial Edible Food Generators (Donors) they represent, and the Food Recovery Organization/Food Recovery Services (FRO/FRS) will function and serve the needs of both donating and receiving parties as coordinated by Generator. Terms and responsibilities outlined in this document are informed by the requirements of CA Senate Bill 1383 as described by Cal Recycle: www.calrecycle.ca.gov/organics/slcp/foodrecovery/donors

3. Terms and Conditions of MOU

This MOU is effective upon the day and date last signed and fully executed by the duly authorized representatives of the parties of this MOU. This MOU may be terminated, without cause, at any time by either party.

This Agreement shall be governed by and construed in accordance with applicable federal law, including, without limitation, the Bill Emerson Good Samaritan Food Donation Act. Both Donor and FRO/FRS are familiar with the Good Samaritan laws referenced in this subsection that limit liability to gross negligence and intentional misconduct.

4. Responsibilities of Donor
   a. Donor will be responsible for the gathering and sorting of all wholesome, edible food items, not used during the daily operation of their business, to be donated to FRO/FRS through Generator coordination.
   b. Food donations will be made through direct pickups by FRO/FRS at no cost to Donor as per pre-determined pickup schedule by Generator.
   c. Each Donor location will appoint at least one individual to act as a contact person for notices and other communications as well as reporting as conducted under this agreement.
   d. Further described responsibilities include ensuring damaged and otherwise unfit food products are discarded before donation to the FRO/FRS. Any refused or
rejected food by FRO/FRS must include documentation of refusal. Documentation must be in an electronic/hard copy format and include a description and/or photo of the rejected donation, reason for rejection, and time/date of donation rejection.

e. Donor will ensure that donations made to FRO/FRS are in compliance with general food safety and adhere to the Food Donation Guidelines as supplied by Generator and approved by Donor Food Safety Personnel.

f. Donor will provide adequate advanced notice for unusually large or unique donations being made.

5. Responsibilities of Generator

a. Generator will maintain records of all surplus food donations made by Donor including date of donations, name of FRO/FRS, type of products, and quantity of products.

b. Generator will provide/make available the above records to local and/or state regulators and/or Donor locations yearly or upon request.

c. Generator will provide information regarding food safety and process specific to food rescue.

d. Generator will vet and manage FRO/FRS and their pickup schedules.

e. Generator will notify Donor of any changes to the pickup schedule and/or FRO/FRS in a timely manner.

6. Responsibilities of FRO/FRS

a. FRO/FRS performing food recovery, transportation, and/or storage of goods will transport and store food in proper conditions to avoid contamination and maintain food safety.

b. Donated goods are provided to the ill, infants, and/or needy at no cost and will not be sold or traded.

c. Delays or miss-pickups without notification may be grounds for removal/replacement.

d. FRO/FRS is under no obligation to accept damaged, moldy, or otherwise unfit for consumption goods.


a. Amendments
Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and
between the parties to the MOU shall be incorporated by written instrument, and effective when signed by all parties to the MOU.

b. Third Party Beneficiary Rights
The rights, duties, and obligations contained in the MOU shall operate only between the parties to this MOU and shall insure solely to benefit the parties of this MOU. The provisions of the MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this MOU, or to bring and action for the breach of this MOU.

8. Signatures
The undersigned hereby agree to the terms of this Agreement:

Signature: _______________________________________ Date: __________
Name of Signatory: ___________________________
Title of Signatory: ____________________________
FRO/FRS Name: ______________________________

Signature: _______________________________________ Date: __________
Name of Signatory: ___________________________
Title of Signatory: ____________________________
Generator Name: ______________________________
ATTACHMENT A:
CONTACTS FOR AGREEMENT

Primary Contact for FRO/FRS:
<FRO/FRS Name>
<Point of Contact>
<Address>
<Phone>
<Email address>

Primary Contact for Generator:
<Generator Name>
<Point of Contact>
<Address>
<Phone>
<Email address>
ATTACHMENT B:
ACCEPTABLE FOODS, UNACCEPTABLE FOODS, AND PACKAGING/LABELING REQUIREMENTS

Acceptable Foods/Goods:
1. Non-Perishable Foods
   a. Shelf Stable Packaged Foods (e.g., canned, boxed or packaged foods)
2. Perishable Foods
   a. Dry Foods (e.g., bread, produce)
   b. Refrigerated Foods (e.g., produce, dairy, juice, meat)
   c. Frozen Foods (e.g., meat, bread)
3. Prepared Foods
   a. Hot Prepared Foods
   b. Cold Prepared Foods
   c. Frozen Prepared Foods
   d. Baked Goods
   e. Edible Trimmings from Preparation Process (e.g., edible vegetable trimmings)

Unacceptable Foods/Goods:
1. Foods (e.g., alcohol, vitamins, diet supplements, living shellfish, sprouts, customer packaged items)
2. Food Conditions (e.g., unsafe foods, previously opened Shelf Stable foods)

Packaging and Labeling Requirements
It is agreed between the Parties that food donations, according to their type, must meet specific packaging and labeling criteria, as listed below. All labels must be legible and intact.

1. Non-Perishable Foods:
   a. Non-Perishable foods must be in unopened packaging that maintains the container integrity with no leaks, cracks, missing or incomplete labels, or other indicators that the contents have been compromised.
   b. Labels must be labeled with the following: Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; and code date. Shelf stable and packaged foods should have all original and legible labels from the manufacturer.

2. Perishable Foods:
   a. Perishable foods, excluding whole/unpackaged produce, must be in their original, sealed packaging to maintain the integrity of the contents; and shall be stored in temperature-controlled packaging, including a time/temperature log if applicable.
   b. Labels must be labeled with the following: Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the
3. Prepared Foods:
   a. Prepared Foods must be contained in clean, sealable, and food safe containers; packaged separately to avoid cross contamination; and shall be stored in temperature-controlled packaging and include a time/temperature log, if applicable.
   b. Labels must be labeled with the following: The name and location of donor; production and/or recommended discard date; allergen disclaimer.
## ATTACHMENT C: TRANSPORTATION AND STORAGE

### FRO/FRS Location Information

<table>
<thead>
<tr>
<th>FRO ID</th>
<th>FRO Name</th>
<th>FRO Contact</th>
<th>FRO Phone</th>
<th>FRO Address</th>
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<tbody>
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### Donor Location Information

<table>
<thead>
<tr>
<th>Donor Name</th>
<th>Donor ID</th>
<th>Donor Contact</th>
<th>Donor Phone</th>
<th>Donor Address</th>
<th>Scheduled Pickup Days</th>
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### Special Instructions:

- Driver will check in with Back of House Manager or other as designated.
- Driver agrees to wear easily identifiable clothing and/or identification during the pickup.
- FRO/FRS and Generator agree to maintain proper food safety, temperature, and storage conditions to maintain integrity of the food before and during the collection/delivery.
- Donor agrees to compile donation(s) at designated collection location.
- The driver shall collect food from designated collection location(s).
- Driver shall park at designated location. If Driver must wait longer than 30 minutes for assistance or does not receive assistance, Driver may depart and reschedule the collection.
- Upon arrival, the Donor or FRO/FRS may inspect the food, including taking temperature. Any product that does not meet the acceptable temperatures or other food safety standards may be rejected in accordance with Section 4.d.
- Prior to pick up, Donor shall inspect the donation and confirm the integrity of packaging and labeling; confirm it is an acceptable food item pursuant to this Agreement; and ensure that the donation meets all food quality and safety standards set forth in this Agreement and applicable law.

Prior to distribution to the community, FRO/FRS will inspect all donated product to ensure it meets packaging, labeling, quality, and safety standards set forth in this Agreement and applicable law.