



# Commodity Assistance Application



To avoid delays in processing your application, answer all questions completely and ensure all required items are included. Make copies of all paperwork for your file before remitting documents to Feed the Children.

Return the application electronically by submitting the form. The Partner Agency Agreement, May Not Be Sold documents must contain a handwritten signature. These items, as well as a copy of your 501(c)(3) determination letter should be returned by faxing Agency Development at 405.949.5169 or emailing scanned images to [agency.development@feedthechildren.org](mailto:agency.development@feedthechildren.org)

*Donations furnished by Office Depot are restricted to only items that are currently available as determined by Office Depot. While an assortment of products might be supplied, not all products carried by Office Depot are available for donation. These goods are given free of cost; however, the receiving organization is responsible for the shipping and/or the transport of the materials.*

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

Name of Organization: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Street Address: \_\_\_\_\_  
*(Must be the physical address. P.O. Box are not applicable)*

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Country: \_\_\_\_\_

Agency Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Numbers: \_\_\_\_\_

Website Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

*Feed The Children collects information following the U.S. Department of the Treasury Best Practices Guidelines for Anti-Terrorist Financing. As such, in addition to the following information, copies of incorporation, contracts, agreements, indentures, franchises, licenses and permits pertaining to the incorporation of your organization might be required before approval to become a Feed The Children partner agency will be granted.*

For questions regarding this application, you may contact:

Agency Development  
PO Box 101  
Oklahoma City, OK 73101  
Phone: 800.627.4556 /x.4236



# Commodity Assistance Application



1. Has your organization been declared a nonprofit by the federal government?  Yes  No

2. Is your organization affiliated with any national, state or local organization or church denomination?  Yes  No

If yes, list the name and address of the organization: \_\_\_\_\_

3. When was your organization founded? \_\_\_\_\_

4. Who is the Executive Director of your organization? \_\_\_\_\_

5. List your organization's Board of Directors or Board of Trustees. (If necessary attach a separate page.)

6. Does your agency follow U.S. Department of the Treasury Anti-Terrorist Financing guidelines?  Yes  No

Refer to: <http://www.treasury.gov/press-center/press-releases/Documents/0929%20finalrevised.pdf>

7. What steps does your organization take to ensure products are not diverted; e.g. sold, re-imported, etc.?

8. Are recipients charged any fees for products, including storage and/or handling?  Yes  No

If yes, explain what fees are charged: \_\_\_\_\_

9. Are donations required from recipients to receive commodities?  Yes  No

10. Are individuals required to work in exchange for food?  Yes  No

11. Are people required to attend services to receive food or other assistance?  Yes  No

12. Does your organization provide assistance to other agencies?  Yes  No

If yes, attach a separate sheet with the agency names, physical addresses, phone numbers and applicable emails and web addresses.

13. Describe how you plan to distribute the goods received from Feed the Children. (Attach an additional page if necessary.)

14. What qualifications are used to determine recipient eligibility? \_\_\_\_\_

15. For churches, what percentage of your recipients are from your congregation? \_\_\_\_\_

How large is your congregation? \_\_\_\_\_

16. What type of individuals do you serve? List percentage. \_\_\_\_\_ Children 0-12

\_\_\_\_\_ Disabled \_\_\_\_\_ Military 20-59 \_\_\_\_\_ Military 60+ \_\_\_\_\_ Adults 65+ \_\_\_\_\_ Women

17. What racial or ethnic background are your clients? List percentage.

\_\_\_\_\_ Hawaiian/Pacific Islander \_\_\_\_\_ Non-Hispanic Black \_\_\_\_\_ Latino/Hispanic

\_\_\_\_\_ Asian \_\_\_\_\_ Non-Hispanic White \_\_\_\_\_ American Indian/Alaskan Native

18. Provide the address of the location where the items will be stored: \_\_\_\_\_

19. What is the square footage of available storage space? \_\_\_\_\_

20. Is the space owned, leased or donated? \_\_\_\_\_

## AGENCY ACKNOWLEDGMENT

### PURPOSE

To establish an acknowledgment of responsibilities and expectations of the receiving organization

(Agency) receiving donations from Feed The Children, Inc. (“FEED”). FEED may offer to provide and supply the Agency, upon occasion, available foods, personal hygiene products, educational materials or other donated products (“Product”). The Agency understands and agrees to abide as follows:

FEED does not guarantee that it will provide the Agency with any Product or other goods in any amount at any time. Any Product or other goods provided to the Agency, if any, is in the sole discretion of FEED.

### Acknowledgement

1. The Agency must have been awarded and currently maintains the tax exempt status of 501(c)(3), or other tax exempt status, by the Internal Revenue Service and has filed its exempt status letter with FEED. Other evidence of exempt status may be submitted and accepted by FEED in its sole discretion. The Agency must be in compliance with all applicable rules, regulations and laws; **including but not limited to U.S. Department of Treasury Anti-Terrorism Guidelines and Internal Revenue Service Regulations.**
2. The Agency must have been in operation for at least 12 months with an established outreach.
3. The Agency must be financially sound.
4. The Agency acknowledges the completion and approval of the application is not an assurance of the availability of Product or other goods.
5. As required by FEED, the Agency must maintain records of Product or other goods received, and the distribution thereof, in accordance with generally accepted accounting principles. FEED shall be allowed reasonable access to the Agency’s records, including financial records, and facilities, both storage and distribution, pertaining to Product or other goods that have been provided by FEED. The Agency will provide a completed FEED distribution report form per each donation and/or on request of each donation of Product received **within the time-frame dictated by FEED.**
6. The Agency will use Products or other goods received from FEED solely for projects within the Agency’s organization relating to its exempt purpose.
7. The Agency can share Product with other organizations when the volume of Product received is greater than the Agency’s resources to distribute the Product to the consumer. The Agency understands that sharing of Product may only be made with other exempt organizations that are able to and will distribute the shared product directly to the end recipient. If shared, the Agency will remain fully responsible for Product and its distribution. FEED has no obligation to or relationship with the sharing organization. FEED may require that any such desired sharing be preapproved. **In addition, FEED may require the Agency to provide documentation proving the Sharing Agency meets all applicable regulations and maintains the tax exempt status of 501(c)(3), or other tax exempt status, by the Internal Revenue Service and has filed its exempt status letter with FEED. The Sharing Agency must be in compliance with all applicable rules, regulations and laws; including but not limited to U.S. Department of Treasury Anti-Terrorism Guidelines and Internal Revenue Service Regulations.**
8. FEED accepts all donations in conformance with the Bill Emerson Good Samaritan Food Donation Act. All Product or other goods are provided in an “as is” condition. FEED is to be notified promptly if any items are damaged, cannot be used safely or are unfit for human consumption.
9. The Agency must provide safe storage space to protect the integrity of the Product or other goods until they are distributed.
10. Any and all offers of Product or other goods from FEED are subject to withdrawal, recall, return, or cancellation upon demand and without prior notice.
11. The Agency must comply with all FEED and primary donor’s conditions currently in effect or that may go into effect at a later time.
12. The Agency cannot contact the originating donor or any representative or affiliate thereof other than communication necessary in securing deliver or pick-up of Product. However, if the Agency has received donations from the originating donor prior to the relationship with FEED, and that relationship is disclosed by the Agency prior to receiving the Product donation from FEED, then the prohibition does not apply.
13. The Agency, nor its employees, representatives or volunteers can act, represent or purport itself as a representative or agent of FEED and has no authority to act on behalf of FEED.
14. No fees of any kind can be required from the end recipient.
15. Product or other goods received from FEED cannot be sold, transferred or bartered in any manner.



## AGENCY ACKNOWLEDGMENT

16. No discrimination can be made in the distribution of Product or other goods received from FEED on the basis of national origin, race, creed, gender, religion or disability.
17. All Product or goods donated by FEED must be freely given without requiring the recipient to participate in - actively or passively - any religious services, be actively proselytized, or be excluded or included based on religious beliefs or lack thereof.
18. The Agency will not engage in the making or publishing of any written or oral statements or remarks that criticize, ridicule, disparage or defame FEED, its officers, directors, employees, agents, donors, agencies and/or assigns.

### INDEMNIFICATION

*The Agency shall indemnify, defend and hold harmless FEED and its subsidiaries and affiliates, as well as their respective officers, directors, agents, employees, volunteers, agents, attorneys, representatives, successors and assigns, from and against any and all claims, suits, damages, liabilities, costs and expenses including, but not limited to, court costs and reasonable attorney's fees, arising out of, based on or in any other manner related to (i) the breach of any claim representation, warranty of The Agency, (ii) the infringement of the intellectual property rights of third parties in connection with advertising and other promotional activity, or (iii) any other negligent, grossly negligent or willful misconduct by The Agency or its officers, employees, agents, volunteers, representatives or invitees due to the relationship with FEED.*

### NOTICE

Any notices given to FEED shall be sufficient only if in writing and delivered in person, electronically or mailed with a confirmation of delivery as follows:

- To The Agency Compliance Department at:  
 Feed The Children, Inc.  
 333 North Meridian Ave  
 Oklahoma City, OK 73107

**AGENCY ACKNOWLEDGES THAT THIS AGENCY ACKNOWLEDGMENT DOES NOT GIVE THIS AGENCY THE RIGHT, IN ANY MANNER, TO USE FEED THE CHILDREN'S NAME, LOGO AND MARKS WITHOUT PRIOR WRITTEN APPROVAL. VIOLATION OF THIS WILL RESULT IN IMMEDIATE SUSPENSION OF AGENCY TO RECEIVE ANY FUTURE PRODUCTS OR GOODS.**

### SIGNATURES

The persons executing this Acknowledgement on behalf of the Agency represented has the right, power, legal capacity and appropriate authority to enter into this acknowledgement on behalf of the Agency they represent.

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

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

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

Print The Agency Name: \_\_\_\_\_

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# Our Donations

## MAY NOT BE SOLD!

Donations received through Feed the Children may not be sold, bartered or exchanged. Feed the Children aggressively protects its donors from the unacceptable practices of the sale, barter or exchange of donated items. We expect our partners (and their associated agencies) to abide by our policies and guidelines and to report partners and agencies that do not.

Feed the Children takes such complaints very seriously. All complaints are investigated and appropriate legal action, criminal and/or civil, are taken against any partner who is not using received items in compliance with Feed the Children guidelines. Feed the Children cooperates fully with all law enforcement and administrative agencies while investigating complaints. Further, agencies not using received items in compliance with Feed the Children guidelines are terminated.

Partners should realize that violation of Feed the Children's policy against the sale, barter or exchange of donated items has far-reaching implications. Donors discontinue their provisions of food and supplies that other partner agencies rely upon to meet the needs of children and families.

Please report violations to Agency Compliance at (800) 627-4556.

I have read and agree to adhere to this policy:

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Signature of Executive Director/Senior Pastor

\_\_\_\_\_  
Printed Name of Executive Director/Senior

*\*Must be signed by the head of the organization applying for commodity assistance; i.e. Executive Director, Senior Pastor, President, etc.*