

SETTING UP AN ACCOUNT FOR YOUR ORGANIZATION

It’s amazing that you want to rescue food in your community using FoodRescue.ca! Thank you for helping us make sure edible food does not get thrown away.

When you click **JOIN NOW** you will be asked to register as a key contact for this account. This is very similar to signing up for any online service. You’ll need to:

- ▶ Provide your organization’s Charitable or Not-for-profit number
- ▶ Make a password for yourself
- ▶ Respond to an activation email and **LOGIN**



COMPLETING THE APPLICATION

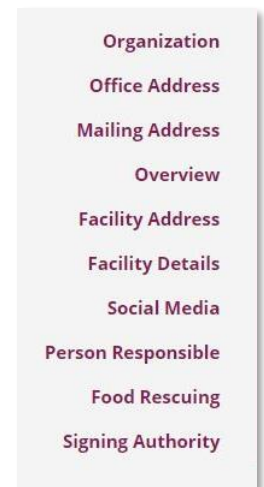
The application to access this free system is a one-time process that’s extremely important. We need to ask a series of questions to get to know your organization and learn about the types of food you're able to rescue.

- ▶ Each section is saved, so you can log out and complete the application at another time
- ▶ The application must be completed online
- ▶ You can move to the various pages of the application to make adjustments by clicking on the side menu.

The application is in 2 parts:

1. General information to help the system function for your needs
2. Terms and Conditions (*requires a Signing Authority for your organization*)

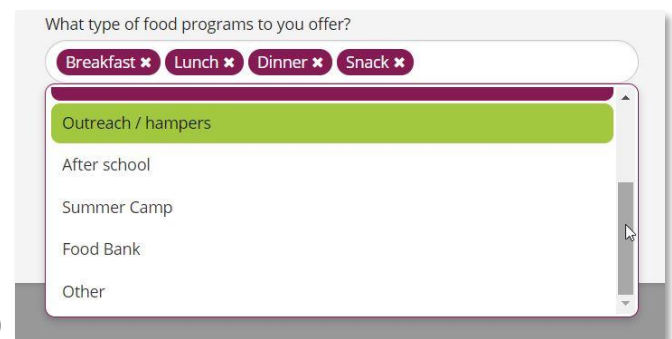
On page 4 of this guide, we have provided a *checklist* to help you gather information in advance.




OVERVIEW SECTION

- ▶ Number of facilities that run food programs
- ▶ Number of food programs that could utilize rescued food
- ▶ Type of programs offered (*multiple options can be selected*)
- ▶ Type of people served (*multiple options can be selected*)

Facilities, programs, and people served can be changed or added once your application is approved.



FACILITY ADDRESS

We've assumed that the main office address is the same facility that will receive rescued food. If you need to change this address, please click the button to turn it on  and fill in a facility address.

More facilities can be added after your application is approved.

Facility Address

You will have an opportunity to tell us more about all your locations and food programs, once your application is approved. For now, we just need to know about your main facility.

Is your first facility different than your office address?

FACILITY DETAILS

Our food donors want to know that facilities that receive donated food take food safety as seriously as they do. So we ask for the date of your last **public health inspection**.

- ▶ If your facility has not been inspected in the last **18 months**, please turn on the button and tell us why.

Facility Details

Health Inspection Date

If this facility has not been health inspected in the last 18 months, please turn this button on

Why hasn't an inspection happened?

We also need to know if you have a **fridge** or **freezer** at this facility. This allows the system to send you notices containing donations of appropriate food this facility can accept.

- ▶ *For example, if this facility does not have a fridge or freezer, you will not receive notices of donations containing temperature-sensitive food items, such as dairy, prepared meals, or frozen items.*

What type of fridge is at this location?

Residential

What type of freezer is at this location?

Residential

- Select
- No Freezer
- Residential
- Industrial
- Walk-in

Tell us if the staff or volunteers that rescue food for this facility have access to a **cooler with cold packs and a thermometer**.

- ▶ *We have created a **Safe Food Transport Guide** to help your Rescuers understand best practices for rescuing temperature sensitive food. Please look at the Not-for-profit resources on our website.*

We'd like to know if you have a **refrigerated vehicle** to transport food to this facility.

Does this facility have an **onsite kitchen** where rescued food would be prepared and then served to end-recipients?

Is there a cooler or insulated bag and cold pack accessible for rescuers to transport food?

Do you have a refrigerated vehicle that would transport food to this facility?

Is there an onsite kitchen used to prepare donated food?

If you are going to **redistribute rescued food to other Not-for-profit organizations**, we need your organization to have **safe food handling agreements** with any of these agencies that receive rescued food.

- ▶ *Our Food Donors require that these agreements are in place, in order to ensure a safe food supply chain.*

Does this facility redistribute any rescued food to other organizations?

PLEASE NOTE: If you are going to redistribute rescued food, we need your organization to have safe food handling agreements with any agencies that receive redistributed food. Our Food Donors require that these agreements are in place, in order to ensure a safe supply chain.

Continue

SOCIAL MEDIA

We would love to connect with you through **social media channels**. This is not mandatory, however if you can share your handles and urls, that would be terrific!



PERSON RESPONSIBLE FOR THIS FACILITY

In order for us to send appropriate notices about food donations, we need to know **who is responsible** for the food used in the programs that run at this facility.

- ▶ *This person could be you or you can assign someone else. We'll invite them to register, after your organization is approved to use the system.*

Different people can be assigned or added to rescue food on behalf of this facility, once your application has been approved.

Is someone other than you responsible for food rescues?

First Name
Kim

Last Name
Couse

Their Email
kim.user2@foodrescue.ca

We will invite this person to register as a user on this account, once the application has been approved.

Continue

FOOD RESCUING

To understand how far your staff or volunteers are willing to travel to pick up food donations, we need to ask about the **distances possible to travel** by vehicle, bicycle, or on foot.

- ▶ *You can select a distance range for both or just one of these questions. The notifications you receive will be based on these distance parameters.*

If you want to change these distances at a later time, they can be updated after your application has been approved.

How will food be rescued?

Facility Name
Kim mobile agency

Do your rescuers have access to a vehicle?

What distance can be driven to rescue food?

0-10 km 10-20 km 20-50 km 50+ km

Will your rescuers pick up on foot or bicycle?

What distance can be walked or cycled to rescue food?

0-1 km 1-2 km 2-5 km 5+ km

NOTE: Food should be transported no longer than 1 hour.

SIGNING AUTHORITY

In order to complete the application, someone with Signing Authority for your organization needs to review and agree to our **Terms and Conditions for FoodRescue.ca Recipient Members**.

If you having Signing Authority, you can proceed or if you need to invite someone else, turn the button on and fill in their name and email.

- ▶ *We'll send the Signing Authority an email request to log in to complete the application.*
- ▶ *We highly recommend that the **Terms and Conditions** be reviewed in advance of this step. You can find the Terms and Conditions at the end of this guide.*

Do you wish to invite someone else to be Signing Authority?

To complete this application, we will invite your signing authority to join this account.

First Name
kim

Last Name
testsa

Their email
kimcouse@gmail.com

We will send an email to the above address with log in instructions.

Resend email Proceed

OVERVIEW INFORMATION

Charitable or NFP # _____

Main office address _____

Mailing address _____

of facilities with food programs _____

of food programs using rescued food _____

Type of programs _____

Type of people served _____

FACILITY DETAILS

Facility Address _____

Public Health Inspection Date _____

Type of Fridge _____

Type of Freezer _____

Cooler with cold packs and thermometer _____

Refrigerated vehicle _____

Onsite kitchen _____

Agreements with other recipient NFPs to receive food _____

SOCIAL MEDIA (optional)

Twitter handle @ _____

Facebook identity www.facebook.com/ _____

Linkedin profile www.linkedin.com/ _____

Instagram www.instagram.com/ _____

PERSON RESPONSIBLE FOR THIS FACILITY

First and last name _____

Email address _____

FOOD RESCUERS – METHODS & DISTANCE

Vehicle access _____

Distance willing to drive _____

Walking or bicycling _____

Distance willing to travel _____

SIGNING AUTHORITY

First and last name _____

Email address _____

TERMS & CONDITIONS

Have been reviewed in advance by Signing Authority to confirm understanding.

THANK YOU!

We appreciate your time and effort in completing the application. The information you provide helps us to make the most of your food rescues!

Terms and Conditions for FoodRescue.ca Recipient Members

Becoming a recipient member of FoodRescue.ca is open to any registered Canadian charity or not-for-profit organization that would utilize rescued food in social service programs. Once approved, your organization will be granted access to services and food donors which have been cultivated by FoodRescue.ca.

(Please note: The sections highlighted in turquoise below indicate the sections that have been updated.)

On behalf of my organization, I agree that:

FOOD SAFETY

- 1.1. We will not distribute fresh or frozen raw (uncooked) meat or fish to end-recipients of food rescued through FoodRescue.ca. Any protein of this nature will be cooked before being offered to end-recipients.
- 1.2. We will sort all food to ensure it is safe for human consumption before distribution to end-recipients.
- 1.3. Except where local requirements dictate otherwise, our facilities where food is stored and prepared will be inspected by a local public health unit within 18 months of claiming any food through FoodRescue.ca, and we will continue to comply with all local requirements.
- 1.4. We will follow the rules and procedures set out in Ontario Regulation 493 (Food Premises) as well as the applicable requirements set out in the Health Protection and Promotion Act (RSO 1990, c. H.7, as amended). A copy of O. Reg. 493 is available at <https://www.ontario.ca/laws/regulation/R17493>, and a copy of Ontario's Health Protection and Promotion Act is available at <https://www.ontario.ca/laws/statute/90h07>. We acknowledge that we have read and understood O. Reg. 493 and the Health Protection and Promotion Act.
- 1.5. We will track temperatures of any rescued food which must remain in a cold chain from donor to our facilities. We will retain temperature logs for a minimum of 1 year and make these available as requested by either FoodRescue.ca, Second Harvest Food Support Committee ("Second Harvest"), the food donor or any associated organizations.
- 1.6. We will have a minimum of one staff or core volunteer certified in safe food handling physically on site during our operational hours (as set out in O. Reg. 493).
- 1.7. We have traceability procedures in place to manage potential food product recalls.

CONDUCT

- 2.1. **SALE OR BARTER**
We will not sell or trade food received through FoodRescue.ca. If we ask any end-recipients for any form of payment, whether in the form of cash, goods or services, in exchange for this same rescued food, it will be used solely for the purpose of operating our social welfare organization.
- 2.2. **NO COMPENSATION**
We will inform end-recipients that they must not return donated food to the food donor, or any other retail outlet, with any intention of complaint or refund request.

Terms and Conditions for FoodRescue.ca Recipient Members *(continued)*

2.3. ACCOUNTABILITY

As a recipient member of FoodRescue.ca, we will ensure staff and/or volunteers pick up food donations as agreed to at the appointed time, as specified by the food donor through FoodRescue.ca, by email, or by text messages in conjunction with a donation offered through this website.

2.4. DISTRIBUTION

We will distribute food in a fair, equitable, and dignified way and will not engage in discrimination, in offering this food, against any person because of race, colour, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity.

PROMOTION

3.1. DATA COLLECTION

We permit Second Harvest and FoodRescue.ca to collect, use and disclose, in accordance with its Privacy Policy - which is available at <https://www.foodrescue.ca/privacy-policy>, the data collected from all of our food rescues and details about our organization for the purposes of tabulating and measuring the impact of our food rescue.

3.2. DATA SHARING

Food donors and any associated organizations will have access to data collected from our food rescues for the purposes of sharing results of their use of FoodRescue.ca.

3.3. DATA MEASUREMENT

Any data collected from our use of FoodRescue.ca may continue to be tabulated and measured, even if our organization ceases to be associated with this food rescue program and this agreement is terminated.

3.4. RECOGNITION

FoodRescue.ca or Second Harvest may list our organization's name as a recipient member on FoodRescue.ca or in any Second Harvest or FoodRescue.ca promotional/informational material contingent on privacy selections made within our FoodRescue.ca profile. We also recognize that any mention of our organization name(s) or logo(s) may take a reasonable time to be removed from any online or print material if this agreement is terminated.

3.5. PERMISSION TO PUBLISH

Sharing good news stories about food rescues is encouraged; however, publication is ONLY acceptable if named parties in any publicity (e.g. food donors and recipient members of FoodRescue.ca, and other third parties) agree, in advance, to this exposure. Clear verbal or written consent MUST be obtained from all named parties in any publicity, and named parties, as well as FoodRescue.ca and Second Harvest, must be portrayed in a positive manner. If any publicity concerns an individual under the age of 16 years, his or her parent or guardian must consent, in writing only and in advance, to the individual's inclusion in any publications. We acknowledge that this publicity may incorporate celebratory details, such as the types of food donated or the types of people or programs receiving rescued food, and that this information may be shared in social and other public media communications, such as Twitter, Facebook, websites, newsletters, reports, promotional materials, etc.

Terms and Conditions for FoodRescue.ca Recipient Members *(continued)*

3.6. GRAPHICS USE

As a professional courtesy, and being respectful of the food donor and recipient relationships built through using FoodRescue.ca, either party will obtain written consent, prior to displaying a graphic logo or other trademarked designs in public or media communications, on a website, in print material or any other medium. This includes uses by our organization, a food donor, associated parent organization, FoodRescue.ca, or Second Harvest. We agree to indemnify and hold harmless another party from any and all losses, damages or expenses incurred or suffered as a result of unauthorized use of the other party's logo or other trademarked designs.

3.7. POSITIVE STATEMENTS

If we make any public statements concerning Second Harvest or FoodRescue.ca, we will only make statements that reflect positively on Second Harvest, FoodRescue.ca, food donors and other recipient members of FoodRescue.ca as well as any and all of their respective officers, directors, employees, contractors, staff and representatives.

LIMITATIONS & GENERAL

4.1. DONATION OF FOOD ACT

We understand that subject to Ontario's Donation of Food Act, 1994 (SO 1994, c 19, as amended), there is no liability for donated food in the province of Ontario if certain criteria are met. A copy of the Donation of Food Act, 1994 is available at <https://www.ontario.ca/laws/statute/94d19>. We acknowledge that we have read and understood the Donation of Food Act, 1994.

4.2. NO LIABILITY

We acknowledge and understand that Second Harvest, FoodRescue.ca, or any food donor, as well as any of their respective officers, directors, employees, contractors, staff and/or representatives, will not be liable for any loss or damage arising from any act or omission in connection with any food donation activities associated with FoodRescue.ca's, or Second Harvest's, food rescue programs. We agree to indemnify and to save harmless, Second Harvest, FoodRescue.ca, and any food donor, as well as their respective officers, directors, employees, contractors, staff and representatives, from any and all claims, costs, and fees arising out of any claims by third parties against them arising out of our actions or failure to act.

4.3. RE-DONATING FOOD

If we re-donate food which has been rescued using FoodRescue.ca to another organization, we will only re-donate this food to other active food recipient members of FoodRescue.ca. A list of appropriate, active food recipient members of FoodRescue.ca will be presented on screen when making a food donation using FoodRescue.ca. **If re-donation of rescued food occurs without using FoodRescue.ca, we understand that we should have written agreements in place with recipient organizations for our own protection and food chain traceability.**

4.4. SERVICE LEVEL

We acknowledge that Second Harvest and FoodRescue.ca cannot and do not represent, warrant or guarantee any level of service, nor the quality, quantity, variety, or frequency of any food donation, offered through this website.

Terms and Conditions for FoodRescue.ca Recipient Members *(continued)***4.5. WITHDRAWAL**

Second Harvest or FoodRescue.ca may request that my organization withdraw as a recipient member of FoodRescue.ca if the food rescue program ceases to operate or my organization (i) violates these terms and conditions; (ii) is deemed, in FoodRescue.ca's or Second Harvest's sole discretion, to no longer be able to comply with these terms and conditions, (iii) acts, or fails to act, in a manner that, in FoodRescue.ca's or Second Harvest's opinion, negatively impacts on Second Harvest, FoodRescue.ca, a recipient organization(s), or another food donor(s), or FoodRescue.ca's or Second Harvest's relationship(s) with other food donors and recipient organizations, or FoodRescue.ca or Second Harvest's food rescue programs. Upon any such request to withdraw, my organization will promptly do so. In addition, either party may terminate this agreement without cause upon at least ten (10) days' prior written notice to the other party.

4.6. WAIVERS

No waiver of any part of this agreement will be deemed to be a waiver of any other provision in this agreement. No term of this agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this agreement may be waived except in a writing signed by the party waiving enforcement.

4.7. AMENDMENTS

Second Harvest or FoodRescue.ca may make changes to the terms of this agreement from time to time and at any time. If changes are made to the terms of this agreement, I understand that my organization will be provided with notice of the changes and a copy of the then most current version of the agreement. Second Harvest or FoodRescue.ca may, but they are not obliged to, ask my organization to actively confirm our consent to the revised agreement. If they do not do so, but my organization continues to use FoodRescue.ca after the changes come into effect, my organization will be deemed to have agreed to abide by the revised agreement. If my organization does not agree with the revised agreement without qualification, my organization will **not** log into FoodRescue.ca, we will discontinue using FoodRescue.ca and we will instruct Second Harvest and FoodRescue.ca to disable any password(s) for FoodRescue.ca assigned to our organization. Should any provision of this agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

4.8. ASSIGNMENTS

We may not transfer any of our rights or obligations under this agreement, either in whole or in part, without the prior written consent of FoodRescue.ca or Second Harvest. Should FoodRescue.ca or Second Harvest consent to any such assignment, such consent may be subject to such terms and conditions as FoodRescue.ca or Second Harvest may require. No assignment shall relieve us from our obligations under this agreement. FoodRescue.ca and Second Harvest may, in whole or in part, assign this agreement.

4.9. RELATIONSHIPS

This agreement does not establish any relationship of partnership joint venture, employment, franchise or agency between our organization and Second Harvest, FoodRescue.ca, or any of the food donors from whom we rescue food. No party will have the power to incur any obligations that are not expressed in this agreement.

Terms and Conditions for FoodRescue.ca Recipient Members *(continued)***4.10. INTERPRETATION**

This agreement has been drawn up in English at the request of the parties. No provision of this agreement will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. This agreement is for the benefit of, and binding upon the parties, their successors and permitted assigns. The headings used in these terms and conditions are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the sections.

4.11. CHOICE OF LAW

This agreement will be governed by and construed in accordance with the laws of the Province of Ontario and applicable laws of Canada. We agree that any legal proceedings will take place in courts located in Toronto.

4.12. SURVIVABILITY

Sections 3.1 to 3.7 and 4.1 to 4.12 will survive any termination of this agreement.