



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.

On behalf of my organization, I agree that:

FOOD SAFETY

- 1.1. We will sort all food to ensure it is safe for human consumption before distribution to end-recipients.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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).
- 1.6. 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.

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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.

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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.

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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.

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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.