

**AGREEMENT BETWEEN EMERGENCY FEEDING  
ORGANIZATION (EFO)  
AND  
LOCAL DISTRIBUTING AGENCY (LDA)  
PANTRY AGREEMENT** (revised 2023)

Name of EFO \_\_\_\_\_

Name of LDA \_\_\_\_\_ Program ID# \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Days/hours of Operation: \_\_\_\_\_ # served per month \_\_\_\_\_

This agreement is for the distribution of TEFAP/USDA Commodities administered by the New Jersey Department of Agriculture, Food Distribution Program (NJDA).

The LDA is a Pantry.

EFO and LDA agree to the following:

- This agreement is valid for a one-year period. The agreement will take effect on the date of the EFOs signature.
- This agreement may be terminated by either party upon 30 days' written notice.
- This agreement may be amended in writing, as necessary, with the mutual consent of EFO and LDA.
- The Pantry agrees to comply with all rules, regulations, policies, and procedures in 7CFR Part 250 & 7 CFR Part 251 and those established by the NJDA and the USDA. Pantry shall also comply with all instructions in the current NJDA LDA Operations Manual.
- The Pantry is a public or private non-profit organization located in the state of New Jersey and serves only the residents of New Jersey without limitations to specific geographic areas. SK/SH hereby affirms that it is not a penal institution.
- The Pantry shall appoint a representative who shall be charged with the responsibility of proper management of TEFAP/USDA Commodities.

- TEFAP/USDA Commodities received under this agreement will be used solely for the benefit of those needy eligible New Jersey recipients as defined by the NJDA. Eligibility will be confirmed through self-declaration, and Pantry shall not refuse TEFAP Commodities to anyone due to lack of paper documentation.
- TEFAP/USDA Commodities will be distributed without charge to eligible New Jersey recipients and will NOT be exchanged or traded. LDA is prohibited from soliciting monetary contributions (including voluntary donations) from recipients for any purpose in connection with the distribution and/or receipt of TEFAP/USDA Commodities.
- The Pantry will summarize the total amount of TEFAP/USDA Commodities distributed for each month and submit the completed and signed TEFAP/USDA Summary Report EFO monthly. TEFAP/USDA signature sheets shall also be sent with the Summary Report. The original reports shall be retained for three (3) years from the end of the Fiscal Year to which they pertain.
- The Pantry will ensure that TEFAP/USDA foods are stored in sanitary conditions, safeguarded against theft, maintained in appropriate temperature-controlled environments, and labeled as TEFAP foods. All foods shall be stored off the floor.
- The Pantry shall post the daily temperature log, with actual temperatures, in its facility.
- Representatives of the State of New Jersey, the Federal Government and the EFO shall be permitted to inspect the facility. The Pantry shall attend program updates and Civil Rights meetings and /training sessions conducted by the EFO on an annual basis, as scheduled by the EFO.
- The Pantry shall be open a minimum of four (4) hours per month.
- The Pantry shall be accessible to all residents of New Jersey.
- The Pantry will not personalize or alter any forms or documents provided by the EFO and/or NJDA.
- The Pantry will ensure that civil rights “And Justice for All” posters are visible to clients when signing in and receiving TEFAP/USDA Commodities.
- The Pantry will ensure that civil rights complaint forms are available and visible to clients when signing in and receiving TEFAP/USDA Commodities.
- The Pantry will display the current TEFAP Income Eligibility Guidelines and ensure that they are visible to clients when signing in and receiving TEFAP/USDA Commodities.
- The Pantry shall not receive TEFAP/USDA Commodities from any other emergency feeding organization and assures that it will receive all TEFAP/USDA Commodities from EFO.
- If Pantry operates as part of a Religious Organization, it shall separate, in time or location, any privately funded explicitly religious activities from TEFAP assistance and distribution. The Pantry shall not ask, either verbally or in writing, during food distribution if a client would like to take part in any religious activity. The Pantry shall not utilize bags, boxes or inserts that display any religious messages as part of the food packaging.
- The Pantry shall display the TEFAP Written Notice of Beneficiary Rights Poster for Religious Organizations.
- The Pantry will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101

et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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The parties have expressed their mutual agreement to the foregoing, and in consideration thereof, the undersigned, as the duly authorized representatives of their respective agencies, hereby execute this Agreement.

**EMERGENCY FEEDING ORGANIZATION**

**LOCAL DISTRIBUTING AGENCY**

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

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

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Do not alter this agreement in any manner. Please attach all EFO specific requirements to this agreement.