



Partnership Agreement

The following are the terms and conditions for participation with Helping Mamas. Helping Mamas is a Diaper and Baby Supply Bank incorporated in the State of Georgia with a 501(c)(3) designation.

- 1) The recipient agency, _____ (Partner Agency Name), certifies that it is a nonprofit 501(c)(3), social service agency, a religious organization in good standing, a school family resource center, government agency or other agency serving individuals or families in need by providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. Documentation of such status will be included along with this executed agreement.
- 2) Helping Mamas, through its Diaper and Baby Supply distribution program, purchases and receives donations of diapers and other essential items for families with young children, and distributes those items to individuals and families in need. Through this program, Helping Mamas will periodically provide the recipient agency with items suitable for distribution. The recipient agency agrees to provide reasonable space for housing items for distribution and to enable the distribution by educating staff and the public about the program, and for allowing distribution at suitable locations during regular business hours.

As a participant in the Helping Mamas Diaper and Baby Supply distribution program, the recipient agency will enable distribution of essential items to its patrons in a conscientious manner. The recipient agency may not sell, trade or barter items obtained from Helping Mamas, nor may those items be used for fundraising, auctions or raffles. Items will be used to provide services to the patrons of the recipient agency, and may not be used as gifts to staff or volunteers. The recipient agency agrees to make every effort to avoid duplication of services and to avoid providing essential items to patrons who will sell, exchange or barter with the essential items.

- 3) Essential items from Helping Mamas are to be used as one part in a broader effort by the recipient organization to assist individuals in need. The recipient agency therefore will not distribute essential items to individuals or families without providing some level of case management to the individual or family so they can work towards self-sufficiency for the long-term. If the recipient agency is providing some or all the essential items they receive to other agencies, the recipient agency agrees to require that those 'end-user' agencies not distribute essential items to individuals or families without providing some level of case management.
- 4) The recipient agency acknowledges that Helping Mamas receives essential items donated by others; that Helping Mamas often receives donations of loose Diapers or opened packages of Diapers; that Helping Mamas may purchase essential items; and that Helping Mamas is donating the essential items to the recipient agency with no consideration received. Although Helping Mamas believes, to its best knowledge, that

these essential items are safe, Helping Mamas will make every effort to inspect these essential items for safety or other matters. It is also the responsibility of agency personnel to inspect the essential items they provide to their clients.

- 5) Each party shall be responsible for the acts or omissions of its own respective board members, officers, employees, and agents arising out of the performance of this Agreement.
- 6) The recipient agency may pick up its essential items at the facility in which they are stored, or an agreed upon location. The recipient agency acknowledges that any injury sustained by employees, representatives, and/or agents of the recipient agency while at the storage premises are not the fault nor the responsibility of Helping Mamas.
- 7) The recipient agency will not discriminate on the basis of race, color, ethnicity, national origin, gender, religion, age, disability, political beliefs, sexual orientation, gender identity, or marital or family status. Further, the agency will not require attendance at religious services of any kind as a condition of assistance in any of the programs that distribute essential items, nor will any client be forced or required to endure religious proselytizing of any type.
- 8) The recipient Agency agrees that Recipient Agency shall not hold itself out or in any way represent that Recipient Agency is an employee or agent of Helping Mamas. Nothing herein shall be construed as creating an employer/employee relationship between the parties.
- 9) Helping Mamas reserves the right in its sole discretion to remove an agency from its recipient list if the agency does not adhere to the terms of this agreement, or if any portion of its application is found to be inaccurate. Written notice will be provided to you in the event we will no longer provide essential items to your agency.
- 10) The recipient agency will not refer any individual clients to call or visit Helping Mamas' location. It will be the responsibility of the recipient agency to ensure all its staff are aware of all provisions.
- 11) The term of this Agreement shall commence as of the date hereof this agreement is last signed by recipient agency. This Agreement shall terminate absolutely and without further obligation on the part of the recipient agency at the close of the year in which it is executed, and at the close of each succeeding calendar year in which it may be renewed as provided herein. This Agreement shall renew at one year intervals without further action from either party up to four (4) times, for a total of five (5) one-year terms including the initial term, unless terminated by either party as described herein. No financial obligation is incurred on behalf of the recipient agency under this Agreement or any renewals thereof. Ownership of any supplies, materials, equipment, or other personal property shall remain with Helping Mamas until distributed to patrons of recipient agency as described herein. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice. If a party chooses to terminate this Agreement, all rights and obligations under this Agreement shall continue until the notice period of such termination expires.
- 12) It will be the responsibility of the recipient agency to ensure its entire staff are aware of all provisions of this agreement. In agreement to the terms above, the undersigned

declares that he/she has the authority to execute this agreement.

13) Helping Mamas will make every effort to satisfy your Diaper and Baby Supply needs as requested but is not accountable to do such. Helping Mamas reserves the right to refuse any application for donations. Helping Mamas reserves the right to perform a site visit during the application process or with appropriate notice any time during the term of this agreement.

14) We agree that when we apply for grant funding for the program for which Helping Mamas products are distributed, we will explore ways to include Helping Mamas into the grant.

15) We agree at least once a year to participate in Helping Mamas research/program evaluation. This may include distributing surveys to recipients and/or participating in other opportunities to provide Helping Mamas with feedback.

16) We agree that products provided by Helping Mamas will **not** be redistributed to another program or agency for use.

17) We agree that we will meet with and discuss any increase in distribution and/or change in supported program with Helping Mamas implementation.

18) We agree to include Helping Mamas name as a collaborative partner in all press events/releases and social media posts when referencing items received from Helping Mamas.

The essence of collaborative partnerships is both parties to mutually benefit from working together. Check a minimum of two ways below to be completed during the next 12 months. Please let us know when you will fulfill these terms:

- Host a diaper drive for HM through our agency
- Include an article about HM in our agency's newsletter in the next 12 months
- Share our partnership and tag HM on social media
- Participate in a volunteer event at HM as an agency/staff

Helping Mamas uses demographic distribution for providing essential items to partner agencies. This requires that the agency will insure that requested demographic data is provided to Helping Mamas. The parties agree that the demographic data provided by the recipient agency will be generalized demographic data for Fulton County residents. The data from this application will be entered into the Helping Mamas database for each agency. All information will be kept in a secure manner and not released to any external organization other than in aggregate for grant writing and audit purposes.

The undersigned acknowledges and agrees to the aforementioned terms and conditions.

Signature of Authorized Agency Representative

Date

Print Name Agency Name

Title of Authorized Agency Representative

Signature of CEO Helping Mamas

Date

Helping Mamas

Print Name Agency Name

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Revised: 07/18/2024