

Contract Advisory

Advisory #1 – June 9, 2003

Affiliate Contract, Appendix B – Section I.G.2:

Governance:

The Better Business Bureau Wise Giving Alliance Standards for Boards of Directors

As you know, the new Affiliate Contract requires America's Second Harvest and its Affiliates to "maintain Boards of Directors which adhere to the standards for Boards of Directors promulgated by the Better Business Bureau Wise Giving Alliance". These standards are defined on the Better Business Bureau website, which can be found at:

<http://www.give.org/standards/newcbbbstds.asp>

A copy of these standards is attached for your convenience.

During the process of developing the new Affiliate Contract, a discussion on the issue of diversity in our network began to take shape. The NAC created a task force to begin to frame the issue for broader discussion in the network, and each of the Regions had discussions at the Regional Meetings this past Winter/Spring. There was some consideration of requiring diversity plans at the Board level in the contract, but the final decision was to go with the Wise Giving Alliance standards as written.

An earlier version of the Wise Giving Alliance standards had contained language regarding a policy promoting pluralism and diversity, but that language was removed in the current version of the standards. It does appear, however, in the preface to the standards as an encouragement to charitable organizations to adopt as a management practice to further the cause of charitable accountability. Likewise, although not required by the Affiliate Contract, America's Second Harvest strongly encourages each affiliate to adopt and implement such a policy.

Please do not hesitate to contact the Affiliate Services Department if you have any questions regarding these standards or any other aspect of the new contract. Thank you.

STANDARDS FOR CHARITABLE ACCOUNTABILITY

PREFACE

The BBB Wise Giving Alliance *Standards for Charitable Accountability* were developed to assist donors in making sound giving decisions and to foster public confidence in charitable organizations. The standards seek to encourage fair and honest solicitation practices, to promote ethical conduct by charitable organizations and to advance support of philanthropy.

These standards replace the separate standards of the National Charities Information Bureau and the Council of Better Business Bureaus' Foundation and its Philanthropic Advisory Service that were in place at the time the organizations merged.

The *Standards for Charitable Accountability* were developed with professional and technical assistance from representatives of small and large charitable organizations, the accounting profession, grant making foundations, corporate contributions officers, regulatory agencies, research organizations and the Better Business Bureau system. The BBB Wise Giving Alliance also commissioned significant independent research on donor expectations to ensure that the views of the general public were reflected in the standards.

The generous support of the Charles Stewart Mott Foundation, the Surdna Foundation and Sony Corporation of America helped underwrite the development of these standards and related research.

Organizations that comply with these accountability standards have provided documentation that they meet basic standards:

- ♦ In how they govern their organization,
- ♦ In the ways they spend their money,
- ♦ In the truthfulness of their representations, and
- ♦ In their willingness to disclose basic information to the public.

These standards apply to publicly soliciting organizations that are tax exempt under section 501(c)(3) of the Internal Revenue Code and to other organizations conducting charitable solicitations. The standards are not intended to apply to private foundations, as they do not solicit contributions from the public.

The overarching principle of the BBB Wise Giving Alliance *Standards for Charitable Accountability* is full disclosure to donors and potential donors at the time of solicitation and thereafter. However, where indicated, the standards recommend ethical practices beyond the act of disclosure in order to ensure public confidence and encourage giving. As voluntary standards, they also go beyond the requirements of local, state and federal laws and regulations.

In addition to the specific areas addressed in the standards, the BBB Wise Giving Alliance encourages charitable organizations to adopt the following management practices to further the cause of charitable accountability.

- ♦ Initiate a policy promoting pluralism and diversity within the organization's board, staff and constituencies. While organizations vary widely in their ability to demonstrate pluralism and diversity, every organization should establish a policy, consistent with its mission statement, that fosters such inclusiveness.
- ♦ Ensure adherence to all applicable local, state and federal laws and regulations including submission of financial information.
- ♦ Maintain an organizational adherence to the specific standards cited below. The BBB Wise Giving Alliance also encourages charities to maintain an organizational commitment to accountability that transcends specific standards and places a priority on openness and ethical behavior in the charity's programs and activities.

GOVERNANCE AND OVERSIGHT

The governing board has the ultimate oversight authority for any charitable organization. This section of the standards seeks to ensure that the volunteer board is active, independent and free of self-dealing. To meet these standards, the organization shall have:

1. A board of directors that provides adequate oversight of the charity's operations and its staff. Indication of adequate oversight includes, but is not limited to, regularly scheduled appraisals of the CEO's performance, evidence of disbursement controls such as board approval of the budget and fund raising practices, establishment of a conflict of interest policy and establishment of accounting procedures sufficient to safeguard charity finances.

2. A board of directors with a minimum of five voting members.

3. A minimum of three evenly spaced meetings per year of the full governing body with a majority in attendance, with face-to-face participation. A conference call of the full board can substitute for one of the three meetings of the governing body. For all meetings, alternative modes of participation are acceptable for those with physical disabilities.

4. Not more than one or 10% (whichever is greater) directly or indirectly compensated person(s) serving as voting member(s) of the board. Compensated members shall not serve as the board's chair or treasurer.

5. No transaction(s) in which any board or staff members have material conflicting interests with the charity resulting from any relationship or business affiliation.

Factors that will be considered when concluding whether or not a related party transaction constitutes a conflict of interest and if such a conflict is material, include, but are not limited to: any arm's length procedures established by the charity; the size of the transaction relative to like expenses of the charity; whether the interested party participated in the board vote on the transaction; if competitive bids were sought and whether the transaction is one-time, recurring or ongoing.

MEASURING EFFECTIVENESS

An organization should regularly assess its effectiveness in achieving its mission. This section seeks to ensure that an organization has defined, measurable goals and objectives in place and a defined process in place to evaluate the success and impact of its program(s) in fulfilling the goals and objectives of the organization and that also identifies ways to address any deficiencies. To meet these standards, a charitable organization shall:

6. Have a board policy of assessing, no less than every two years, the organization's performance and effectiveness and of determining future actions required to achieve its mission.

7. Submit to the organization's governing body, for its approval, a written report that outlines the results of the aforementioned performance and effectiveness assessment and recommendations for future actions.

FINANCES

This section of the standards seeks to ensure that the charity spends its funds honestly, prudently and in accordance with statements made in fund raising appeals. To meet these standards, the charitable organization shall:

Please note that standards 8 and 9 have different denominators.

8. Spend at least 65% of its total expenses on program activities.

Formula for Standard 8:

$$\frac{\text{Total Program Service Expenses}}{\text{Total Expenses}}$$
 should be at least **65%**

9. Spend no more than 35% of related contributions on fund raising. Related contributions include donations, legacies and other gifts received as a result of fund raising efforts.

Formula for Standard 9:

$$\frac{\text{Total Fund Raising Expenses}}{\text{Total Related Contributions}}$$
 should be no more than **35%**

10. Avoid accumulating funds that could be used for current program activities. To meet this standard, the charity's unrestricted net assets available for use should not be more than three times the size of the past year's expenses or three times the size of the current year's budget, whichever is higher.

An organization that does not meet Standards 8, 9 and/or 10 may provide evidence to demonstrate that its use of funds is reasonable. The higher fund raising and administrative costs of a newly created organization, donor restrictions on the use of funds, exceptional bequests, a stigma associated with a cause and environmental or political events beyond an organization's control are among factors which may result in expenditures that are reasonable although they do not meet the financial measures cited in these standards.

11. Make available to all, on request, complete annual financial statements prepared in accordance with generally accepted accounting principles.

When total annual gross income exceeds \$250,000, these statements should be audited in accordance with generally accepted auditing standards. For charities whose annual gross income is less than \$250,000, a review by a certified public accountant is sufficient to meet this standard. For charities whose annual gross income is less than \$100,000, an internally produced, complete financial statement is sufficient to meet this standard.

12. Include in the financial statements a breakdown of expenses (e.g., salaries, travel, postage, etc.) that shows what portion of these expenses was allocated to program, fund raising and administrative activities.

If the charity has more than one major program category, the schedule should provide a breakdown for each category.

13. Accurately report the charity's expenses, including any joint cost allocations, in its financial statements.

For example, audited or unaudited statements which inaccurately claim zero fund raising expenses or otherwise understate the amount a charity spends on fund raising, and/or overstate the amount it spends on programs will not meet this standard.

14. Have a board-approved annual budget for its current fiscal year, outlining projected expenses for major program activities, fund raising and administration.

**FUND RAISING AND
INFORMATIONAL MATERIALS**

A fund raising appeal is often the only contact a donor has with a charity and may be the sole impetus for giving. This section of the standards seeks to ensure that a charity's representations to the public are accurate, complete and respectful. To meet these standards, the charitable organization shall:

15. Have solicitations and informational materials, distributed by any means, that are accurate, truthful and not misleading, both in whole and in part. Appeals that omit a clear description of program(s) for which contributions are sought will not meet this standard.

A charity should also be able to substantiate that the timing and nature of its expenditures are in accordance with what is stated, expressed or implied in the charity's solicitations.

16. Have an annual report available to all, on request, that includes:

- (a) the organization's mission statement,
- (b) a summary of the past year's program service accomplishments,
- (c) a roster of the officers and members of the board of directors,

(d) financial information that includes:

- (i) total income in the past fiscal year,
- (ii) expenses in the same program, fund raising and administrative categories as in the financial statements, and
- (iii) ending net assets.

17. Include on any charity websites that solicit contributions, the same information that is recommended for annual reports, as well as the mailing address of the charity and electronic access to its most recent IRS Form 990.

18. Address privacy concerns of donors by

(a) providing in written appeals, at least annually, a means (e.g., such as a check off box) for both new and continuing donors to inform the charity if they do not want their name and address shared outside the organization, and

(b) providing a clear, prominent and easily accessible privacy policy on any of its websites that tells visitors

- (i) what information, if any, is being collected about them by the charity and how this information will be used,
- (ii) how to contact the charity to review personal information collected and request corrections,
- (iii) how to inform the charity (e.g., a check off box) that the visitor does not wish his/her personal information to be shared outside the organization, and
- (iv) what security measures the charity has in place to protect personal information.

19. Clearly disclose how the charity benefits from the sale of products or services (i.e., cause-related marketing) that state or imply that a charity will benefit from a consumer sale or transaction. Such promotions should disclose, at the point of solicitation:

- (a) the actual or anticipated portion of the purchase price that will benefit the charity (e.g., 5 cents will be contributed to abc charity for every xyz company product sold),
- (b) the duration of the campaign (e.g., the month of October),
- (c) any maximum or guaranteed minimum contribution amount (e.g., up to a maximum of \$200,000).

20. Respond promptly to and act on complaints brought to its attention by the BBB Wise Giving Alliance and/or local Better Business Bureaus about fund raising practices, privacy policy violations and/or other issues.

Contract Advisory

Advisory #2 – August 25, 2003

BBB Wise Giving Alliance Standards for Charity Accountability
Affiliate Contract, Appendix B – Section 1.G.2

Guidelines for Determining Inadequate Service
Affiliate Contract, Appendix B – Section 3.A

Timelines:

Timelines for Achieving Full Compliance with New Requirements Defined in the Affiliate Contract

The new Affiliate Contract contains some new standards, which are likely to require some work on the part of a number of affiliates to meet full compliance:

BBB Wise Giving Alliance Standards

Contract Advisory #1, dated June 9, 2003, provided some information on the BBB Wise Giving Alliance Standards for Charity Accountability and a copy of the standards document. The standards focus on three areas: governance, financial management, and fund raising. While it is not anticipated that many affiliates will have trouble complying with the standards, it is anticipated that some will need to go through the process of developing appropriate policies, document development, etc. to transition to full compliance. For this reason, America's Second Harvest will address the standards in monitoring visits, but will not strictly enforce compliance until January 1, 2005. This should provide adequate time for all affiliate Boards and Management to learn and adapt to the requirements of the standards.

Link to standards document: <http://www.give.org/standards/spring03standards.PDF>
Link to Implementation Guide: <http://www.give.org/standards/impguide03.pdf>

Adequate Service Standards

As noted in the Affiliate Contract itself, in Section V.5, these standards “go into effect beginning January 1, 2005”. America's Second Harvest will provide each Affiliate with a notification of its ranking relative to the Network Median for pounds distributed per person in poverty. This will provide a benchmark for each Affiliate to assess its potential level of compliance and time to prepare for implementation of the standard.

Contract Advisory

Advisory #3 (corrected) – October 31, 2003

**Affiliate Contract, Appendix B – Section 2.D.3.b.iv. &v.
Affiliate Contract, Appendix B – Section 2.D.3.c.
Safe Food Handling Education and Training
For Staff and Member Agencies**

The Affiliate Contract contains standards that define the requirement for safe food handling certification of staff and member agencies relative to the handling of prepared foods. This Contract Advisory is intended to define “prepared foods”, identify specifically who must be certified, and define what the affiliate should expect the A2H monitor to look for during a compliance audit.

Definition of “Prepared Foods”

For purposes of this section of the Affiliate Contract, “prepared foods” means any food product not packaged for commercial or consumer distribution (excluding bakery products and produce).

Who Must Be Certified?

The contract requires that if an affiliate normally handles prepared foods in its inventory, it must provide training for both:

- its own staff and volunteers who are responsible for handling that product, and
- its member agencies that receive that product.

The affiliate’s own staff and volunteers who are responsible for handling prepared foods would include the driver(s) who pick it up from the donor(s) and the staff who handle it within the warehouse. The member agencies that receive the prepared foods include any agency that takes such product from the affiliate. It also includes any agency that picks up the product directly from a donor under the auspices of a “Sister-Hook-Up” Program administered by the affiliate.

What Will the A2H Monitor Look For?

When the A2H Monitor conducts the compliance audit of the affiliate, s/he will look for several things:

- whether the affiliate normally handles prepared foods;
- how recipient agencies are identified and how safe food handling certification has been recorded and tracked;
- how appropriate staff and volunteers handling prepared foods have been certified and whether that certification is current.

Please contact your Affiliate Services Representative if you have any questions.

Contract Advisory

Advisory #4 – November 7, 2003

Affiliate Contract, Appendix C – Section 2 Quality Control Use of Trademark and Service Mark Registration Symbols (TM, SM, and ®)

Appendix C to the Affiliate Contract defines the terms of license and guidelines for use of the A2H logos and trademarks. There has been some confusion recently regarding the appropriate use of the Trademark and Service Mark Registration Symbols (TM, SM, and ®).

The circle R symbol "®" indicates that a mark is a registered trademark or service mark. The symbol puts people on notice that the mark is registered. Thus, the circle R should only be used with trademarks or services marks that have been registered with the U.S. Trademark Office.

The TM and SM symbols are used with common law marks – terms that are used as trademarks but that are not registered. These symbols put people on notice that the user is claiming trademark rights in the mark. The TM symbol technically is used for trademarks (marks that cover goods) and the SM symbol is used for services (marks that cover services such as "charitable services.") To avoid confusion and to simplify matters, many people use the TM symbol for both goods and services because it is better known and understood than the SM symbol.

The A2H logos and nearly all other trademarks / service marks are registered and should include the circle R symbol. Those that are not registered include the phrases: "America's Second Harvest Ending Hunger", "Second Harvest Food Bank", "Providing Food For America's Hungry". These should include the "TM" symbol.

It is not necessary to attach the symbol every time the mark is used throughout a document. It should, however, be included with the first and most prominent uses of the mark. In addition, the mark should be set aside by different font or in all capital letters to show that it is being used as a mark. Thus, we suggest capitalizing COMMUNITY KITCHEN (or KIDS CAFE, or AMERICA'S SECOND HARVEST, etc.) in the first and most prominent use in materials.

A sample Fact Sheet on Kids Cafe is attached to demonstrate the appropriate use as defined above.

Please contact your Affiliate Services Representative if you have any questions.



KIDS CAFE® Program Fact Sheet

- Description** The Kids Cafe Program is one of the nation's largest meal service programs, providing free, prepared nutritious food to hungry children. It is a program of AMERICA'S SECOND HARVEST®, the largest charitable domestic hunger-relief organization in the U.S.
- Goal and Objectives** The program's goal is to feed America's hungry children and link community resources to this effort. This goal is achieved through the Kids Cafe program objectives:
- Provide nutritious meals to children in need.
 - Supplement meals with nutrition education activities.
 - Locate sites within easy access to children in need.
 - Conduct activities within safe sites, under the supervision of trustworthy staff.
 - Support community and socialization activities by involving service programs and family members within cafe-style environments.
 - Involve additional resources and partners in order to assure sustainability of these efforts.
- History** In 1989, two young brothers were discovered in the kitchen of their housing project's community center in Savannah, Georgia. The older child had broken into the kitchen to feed himself and his hungry younger sibling. In response, the Second Harvest Food Bank of Coastal Georgia started the first Kids Cafe. In 1993 America's Second Harvest launched the national Kids Cafe program.
- Today** There are currently 141 America's Second Harvest affiliate food banks and food rescue organizations operating more than 1,200 Kids Cafe sites serving over twelve million meals per year to children in 41 states and Washington, D.C.
- Childhood Hunger Facts**
- 12.7 million American children are hungry or at risk of hunger
 - Almost 40 percent of the people served by America's Second Harvest affiliates and their member agencies are children
 - 1-in-4 people served in a soup kitchen are children
 - Even mild under-nutrition experienced by young children during critical periods of growth may lead to reductions in physical growth and affect brain development
- Funding** The Kids Cafe Fund was established in 1997 as a coordinated approach between America's Second Harvest and national funding partners to promote the development of this program. ConAgra Foods, through their Feeding Children Better Foundation, is a major donor and national sponsor. Other partners include Ronald McDonald House Charities, Capital One, Albertson's and Sysco.
- Program Usage** The Kids Cafe name and logo are registered trademarks of America's Second Harvest. The program is available to affiliates and their approved agencies within the network

8/26/03



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Contract Advisory

Advisory #5 – December 15, 2003

Affiliate Contract, Appendix B – Affiliate Compliance Standards Reference Error in Finished Document

We have discovered an error related to a reference in Appendix B of the Affiliate Contract. The error has no substantive effect on the Contract or on the requirements delineated in Appendix B. Rather, it is simply a mis-statement of a reference to another section of the document.

Section 2.D.3.c.iii. (on page 15 of 24) currently reads:

“Agency files shall be maintained in accordance with the requirements stated in Section 1.C. of this Appendix B.”

This should read:

“Agency files shall be maintained in accordance with the requirements stated in Section 2.A.3. of this Appendix B.”

(The corrected reference is found on page 6 of the Appendix.)

A corrected copy of page 15 is attached. Please print it and insert it in your copy of the Affiliate Contract.

Please contact your Affiliate Services Representative if you have any questions.



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APPENDIX B
Affiliate Compliance Standards

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- subject to the same guidelines as apply to non-perishable food donations destined for warehouses.
- iv. Effect a comprehensive safe food handling educational and training program for program staff and volunteers, equivalent to the Chefs Educational Seminar Series on Understanding Prepared Foods and the Transportation Module developed by The Chef and The Child Foundation of the American Culinary Federation (Key program staff must maintain current certification in safe food handling through a program of the health department, restaurant association, or other source with reciprocal certification authority, or be a registered dietician or dietetic technician);
 - v. Effect a comprehensive safe food handling educational and training program for recipient Agencies, equivalent to the Chefs Educational Seminar Series on Understanding Prepared Foods developed by The Chef and The Child Foundation of the American Culinary Federation (Key program staff must maintain current certification in safe food handling through a program of the health department, restaurant association, or other source with reciprocal certification authority, or be a registered dietician or dietetic technician);
 - vi. Develop a food safety evaluation program for recipient Agencies, including at a minimum an initial physical plant evaluation to determine the agency's ability to comply with regulatory requirements, a physical plant review at least once every two years to affirm same, and additional reviews based on need; and
 - vii. Identify and reinforce the need for thorough rinsing of fresh produce prior to consumption or use in any recipe.
- c. **Agency Monitoring Guidelines** – The “Member Agency Agreement” between the Affiliate and the recipient Agency must contain language stating the agreement of the parties that the Agency will allow the Affiliate to monitor the Agency regularly. Affiliate staff conducting the monitoring must be certified in safe food handling as indicated in 3.b immediately above.
- i. Minor violations must be addressed by the development of a remedial action plan with reasonable time limits and adequate reporting mechanisms to ensure satisfaction of the plan. More serious violations may require follow-up visits.
 - ii. Those violations that create imminent health hazards will result in the Agency being placed on “hold” (or “partial hold”, as appropriate) status, during which it shall be ineligible to receive food from the Affiliate. Reinstatement may be made only after the Affiliate ensures correction of the deficiency and conditions that led to it.
 - iii. Agency files shall be maintained in accordance with the requirements stated in Section 2.A.3. of this Appendix B.



Contract Advisory

Advisory #6 – March 31, 2004

Affiliate Contract, Appendix B – Affiliate Compliance Standards Clarification of Roles of SDOs and Agencies

Since the early 1980s, it has been the policy of America's Second Harvest that any organizations that redistribute the products they receive from an Affiliate must have a **Subsidiary Distribution Organization (SDO) Contract** rather than a standard **Agency Agreement**. There have recently been several questions about this issue, however, suggesting the need for a **Contract Advisory** on the subject.

In the hierarchy of the distribution system, the following working definitions should be employed. These definitions do not replace those in the **Affiliate Contract**; rather they are intended simply to clarify the role of each entity defined relative to the others listed.

Affiliate: A food bank or food rescue organization that has been certified by A2H and has a signed **Affiliate Contract** with A2H. The affiliate's role is to gather product for distribution to other Affiliates, SDOs, Agencies, and Individuals.

SDO: A qualified 501(c)(3) organization that has a signed **SDO Contract** with an **Affiliate** (based on the A2H Model SDO Contract). The basic role of the SDO is to redistribute product received from the **Affiliate** and/or product it acquires locally to those **Agencies** operating within the defined service area of the SDO. The SDO may (under certain circumstances) also distribute product to other **Affiliates** than that with which it is contracted, and to other SDOs. Finally, the SDO may distribute product to **Individuals**.

Agency: A qualified 501(c)(3) organization that has a signed **Agency Agreement** with an **Affiliate** or an **SDO**. The **Agency Agreement** must meet the requirements defined in the **Affiliate Contract, Appendix B, Section 2.A.2**. The basic role of the **Agency** is to redistribute product received from the **Affiliate** or **SDO** to **Individuals**. The **Agency** may not redistribute product to other **Agencies, SDOs, or Affiliates**. The only exception to this last point would be a situation wherein the **Agency** has a surplus of product that it wishes to pass on to the **Affiliate** or **SDO**. It may not, however, redistribute product received from the **Affiliate** or **SDO** to another **Agency, or to SDOs or Affiliates other than the one with which it has an Agency Agreement**.

Individual: A qualified person or persons who meet the definition of need as defined in **Section 170(E)(3) of the Internal Revenue Code**.

Please contact your Affiliate Services Representative if you have any questions.



Contract Advisory

Advisory #7 – May 17, 2004

Affiliate Contract, Appendix B – Affiliate Compliance Standards Section I.I: Subsidiary Distribution Organizations

As you are aware by now, the NAC recently created the SDO Task Force to address a number of issues regarding the relationship of SDOs with the Network and with the National Office. Information regarding the membership, charge, and timeline of the task force can be found on InsideSecondHarvest.org at:

http://www.insidesecondharvest.org/library/site_content.asp?c=5326

Given that the work of the task force may ultimately result in some redefinition of the requirements for SDOs and/or the terms of the relationship between SDOs and Affiliates, we are rescinding the previously announced requirement that Affiliates with SDOs must execute new SDO Contracts based on the new Model SDO Contract by the end of this calendar year. The new Model SDO Contract was posted in January.

We do, however, recommend that if you are re-negotiating your SDO contract(s), that you base it on the Model SDO Contract. This model was developed to incorporate the applicable updates resulting from the new Affiliate Contract.

Please contact your Affiliate Services Representative if you have any questions.



Contract Advisory

Advisory #8 – July 28, 2004

Affiliate Contract, Appendix C Logo and Trademark Licensing and Use Guidelines Schedule of Trade Marks, Service Marks, and Trade Names

As you know, the Affiliate Contract, Appendix C – Logo and Trademark Licensing and Use Guidelines contains a Schedule of Trademarks, Service Marks, and Trade Names, which lists the marks owned by America’s Second Harvest along with the registration number from the US Trademark Office. The version of the Schedule that was included in the copy of the contract you signed last year is no longer complete and should be replaced by the attached list.

As new marks are registered, we will periodically continue to update the Schedule and notify you of the changes. The guidelines for use defined in Appendix C apply to all marks owned by America’s Second Harvest, so it is important that you print and insert the attached updated Schedule in your copy of the Affiliate Contract in order to ensure that you have the most current information.

You will note several marks on this new Schedule contain the note **CANCELLED in the “Reference” column. The registration for these marks is no longer being claimed by America’s Second Harvest.**

Please contact your Affiliate Services Representative if you have any questions.









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APPENDIX C
Logo & Trademark
Licensing and Use Guidelines

Revised May 17, 2004

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SCHEDULE of TRADE MARKS and SERVICE MARKS

Licensed Marks:

Mark	Reference	Type	Reg. Date / App. Date	Renewal Date	
America's Second Harvest [®]	U. S. Reg. No. 2,577,091	Name	6/11/02	6/11/12	
flag/table design	 America's Second Harvest Ending Hunger	U. S. Reg. No. 2,469,625 (flag/table design only)	Logo	7/17/01	7/17/11
Community Kitchen [®]	U. S. Reg. No. 2,600,044	Name	7/30/02	7/30/12	
Community Kitchen [®]	Canadian Registration Pending: #1070139	Name	8/8/00		
DonorExpress [™]	Pending – App. #76/472028	Name	11/19/02		
AgencyExpress [™]	Pending – App. #78/370377	Name	2/19/04		
Foodchain [®]	U. S. Reg. No. 2,305,377	Name	1/4/00	1/4/10	
Foodchain's Community Kitchens [®]	U. S. Reg. No. 2,301,479	Name	12/21/99	12/21/09	
Harvest Center [®]	U. S. Reg. No. 2,803,122	Name	1/6/04	1/6/14	
Harvest Scan [®]	U. S. Reg. No. 2,212,954	Name	12/22/98	12/22/08	
Hunger Has a Cure [®]	U. S. Reg. No. 2,486,792	Name	9/11/01	9/11/11	
Hunger Has a Cure and design		U. S. Reg. No. 2,273,623	Logo	8/31/99	8/31/09
Match A Meal	CANCELLED U. S. Reg. No. 2,076,794	Name	7/1/97		
Visitors Against Hunger	U. S. Reg. No. 2,317,834	Name	2/15/00	2/15/10	
Second Harvest [®] (U. S. Registration)	U. S. Reg. No. 1,218,710	Name	11/30/82	11/30/12	
Second Harvest [®] (and design) (Canadian Registration)	Canadian Reg. No. TMA369568	Name	6/15/90		
Second Harvest and cornucopia design	(Original Logo) CANCELLED U. S. Reg. No. 1,737,280	Logo			
Second Harvest and cornucopia design	 NATIONAL FOOD BANK NETWORK	CANCELLED U. S. Reg. No. 1,999,755	Logo		
Hunger's Hope [®]	U. S. Reg. No. 1,984,672	Name	7/2/96	7/2/06	
Hunger: the faces and facts [®] and design	 Hunger: the faces & facts		Logo		
Kids Cafe [®]	U. S. Reg. No. 1,905,171	Name	7/11/95	7/11/05	
(Simulated Wooden Sign with Wording: "Kids Cafe")	 A PROGRAM OF THE SECOND HARVEST NETWORK	U. S. Reg. No. 1,898,322	Logo	6/6/95	6/6/05
Relief Fleet [®]	 AMERICA'S SECOND HARVEST	U. S. reg. No. 2,566,417	Logo	5/7/02	5/7/12



Contract Advisory

Advisory #9 – June 30, 2005

Affiliate Contract, Section IV, #4 Certain Obligations of the Member Identification of the Member as a Member of America's Second Harvest

The Member Contract requires that each Member identify itself as a Member of America's Second Harvest – The Nation's Food Bank Network on all pertinent materials. The actual language states:

Identify itself as an Affiliate of America's Second Harvest, using the phrase "an affiliate of America's Second Harvest" and/or the America's Second Harvest logo on pertinent materials, e.g. annual reports, newsletters, general organization promotional brochures (excluding program or project specific brochures such as for planned giving), Internet site, and primary letterhead. Use of America's Second Harvest trademarked terms and graphics shall be in accordance with the Logo and Trademark Licensing and Use Guidelines, as described in Appendix C.

This requirement has been perceived as vague by some, and the level of compliance within the Network has not been consistent. In the interest of promoting stronger Network alignment, and to support the National Office's efforts at enforcing compliance, the National Council (NAC) passed the following resolution at its meeting on April 14-15, 2005:

Effective January 1, 2006, all Members must be compliant with the requirement stated in the Member Contract, Section IV, #4 regarding identification of the Member as a Member of America's Second Harvest – The Nation's Food Bank Network. At a minimum, the Member must employ either the tag line "A Member of America's Second Harvest – The Nation's Food Bank Network", or the "Member of" logo of A2H on at least the following materials: stationery, newsletters, annual report, and website. Further, this identification must also be decaled on all trucks and vans. If the trucks/vans are decaled after January 1, 2006, the "new" A2H logo must be used. If the truck/van was decaled prior to January 1, 2006, the deadline shall be extended to January 1, 2007. The reason for this extension is to mitigate the costs involved in achieving compliance.

If the Member fails to comply with these existing requirements by the January 1, 2006 deadline (or the January 1, 2007 deadline, regarding truck/van decaling), the Member is subject to normal sanctions provided for noncompliance by the Member Contract. In addition, non-compliant members are restricted from receiving any grants or subsidies from any National Office initiatives.

Please contact your Field Services Representative if you have any questions.



Contract Advisory

Advisory #10 – August 22, 2005

NOTICE OF AMENDMENT

Member Contract, All Appendices Amended Documents Approved by Network Ballots # 05/01 thru 05/06

Please file this notice with your original copy of the Member Contract, any subsequent Notices of Amendment, and Contract Advisories.

Six Amendments were proposed to the Network in 2004 according to the required process for amending the Contract. Upon receiving indications of consensus from the Regional Meetings in 2005, the Proposed Amendments were balloted on May 5, with a due date of August 5.

I am pleased to announce that all six proposed amendments have passed, each with significant affirmation. The vote tallies are:

#	Description	Total Votes	Yes	No	Abst.
1	Branding References: “Affiliate” v “Member”; New A2H Name; New NAC Name; New Logo, etc.	120	118	2	0
2	Clarification of the Role of the NAC	120	114	5	1
3	Assignment of Authority to the NAC for New Program Approval	120	109	10	1
4	Definition of “National Program”	120	114	5	1
5	Modification of Member Fees for FROs – Consistency with Food Bank Fees	120	112	6	2
6	Handling Fee Cap on Referred Donations	120	106	11	3

We needed at least half the network to vote (**212 Members: quorum = 50%, or 106**), and 67% of those to vote “yes” (**106 x 50% = 72 “yes” votes**) to pass each amendment, so we clearly met the quorum threshold.

The “red-line” version of the contract is still posted on the Intranet and can be accessed at this link: <http://www.insidesecondharvest.org/library/default.asp?i=486&search=#486>. This version will indicate the specific changes to the language made as a result of the amendments. We have also posted “clean” copies of the documents at the same link. You should download these and attach them to your file copy of the Contract which contains your signature and that of the National Office representative.

The Amended Contract is effective immediately. Thank you for your participation in the framing and development of these amendment issues, and for casting your ballots.

Please contact your Field Services Representative if you have any questions.