



## Food Recovery Agreement

This Food Recovery Agreement ("Agreement") outlines the terms, conditions, and expectations between the following organizations to establish an Edible Food Recovery partnership:

ALDI, Inc., a national food retailer ("ALDI", and its store locations, see Addendum A)  
and

\_\_\_\_\_ Feeding San Diego \_\_\_\_\_, an organization engaged in the collection, management, and distribution of edible food to the public for food recovery (the "Food Recovery Organization", and its authorized "Agency Partners", see Addendum B).

ALDI and [Food Recovery Organization] agree to establish and follow guidelines regarding the donation category, quality, volume, safety, and pickup schedule for food recovery, which will allow for the recovery of the maximum amount of edible food that would otherwise be disposed. Both parties agree to notify each other in advance if the pickup schedule is impacted due to delays, lack of product or staff availability, holiday and/or miscellaneous closures, etc., see Addendum C (Conditions for Refusal; Missed or Delayed Pickups).

### 1. ALDI agrees to do the following:

- a) Make edible food available for pickup 2 days per week.
- b) Review donation guidelines with staff and provide only donations not precluded under guidelines, see Addendum D (Foods Acceptable For Food Recovery).
- c) Provide food that meets all food safety standards in accordance with Section 3 of this Agreement and not knowingly or intentionally provide food that does not meet these standards.
- d) Prepare donations before the pickup window begins.
- e) Stage donations in accessible, food safe areas before the pickup window begins.
- f) Acknowledge and begin assisting Food Recovery Organization within 20 minutes of its arrival within the pickup window.
- g) Assign staff member(s) to communicate Food Recovery Organization's arrival and arrange gathering of donations into one conveniently accessible loading area.

### 2. Food Recovery Organization agrees to do the following:

- a) Ensure Food Recovery Organization staff, volunteer(s), and Agency Partners picking up donations are trained in safe food handling.
- b) Maintain the prearranged schedule and arrive and pick up the donations within the pickup window, see Addendum C (Conditions for Refusal; Missed or Delayed Pickups).
- c) Wear easily recognizable clothing and/or identification. Identification must be available upon request.
- d) Use active or passive (thermal blankets and/or coolers) temperature control while transporting perishable donations.
- e) Provide donation acknowledgement at pickup, see Addendum E (Documentation and Recordkeeping).
- f) Weigh and record all donations received, see Addendum E (Documentation and Recordkeeping).
- g) Provide donation volume summaries monthly, see Addendum E (Documentation and Recordkeeping).
- h) Communicate any proposed changes to guidelines in a timely manner.

### 3. Food Safety Standards:

- a) Both ALDI and the Food Recovery Organization agree to maintain compliance with all federal, State, and local regulations for safe food handling and food safety recordkeeping requirements prior to and during collection, transportation, storage, and handling.
- b) ALDI will at all times maintain all licenses and permits required by the State and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate as a grocery retailer.
- c) All food advisories, warnings, and recalls, including voluntary recalls, must be handled in compliance with all issued local, State, and federal instructions.


Either party may decline to accept or offer donations, which do not fit the terms of this Agreement. If the terms of the Agreement are violated, either party may reevaluate or end the partnership.

As partners in the Edible Food Recovery program, ALDI and Food Recovery Organization agree to the responsibilities outlined above.

Dated December 22, 2021 Dated January 10, 2022

By   
Signature (Donor Representative)

Emily Wiora  
Print Name

By   
Signature (Food Recovery Organization Representative)

Kate Garrett  
Print Name

ALDI	
Name	Emily Wiora
Address	1200 N. Kirk Road, Batavia, IL 60510
Email	productrescue@aldi.us
Food Recovery Organization	
Name	Feeding San Diego
Address	9477 Waples St. Ste 100 San Diego, CA 92121
Email	fooddonation@feedingsandiego.org

## Addendum A

The Food Recovery Agreement includes the following ALDI location:

Store Number	Address	District Manager Contact Name	Email
MOR104	333 N El Camino Real Encinitas, CA	Sebastian Strickler	Sebastian.Strickler@aldi.us
MOR127	13440 Poway Rd Poway, CA	Eddie ling	Eddie.ling@aldi.us
MOR21	6755 Mira Mesa Blvd Ste 130San Diego, CA	Eddie ling	Eddie.ling@aldi.us
MOR59	8788 Navajo Rd San Diego, CA	Andrew Leone	Andrew.Leone@aldi.us
MOR63	1750 University Dr Vista, CA	Sebastian Strickler	Sebastian.Strickler@aldi.us
MOR72	1330 E Valley Parkway # M Escondido, CA	Eddie ling	Eddie.ling@aldi.us
MOR73	1352B W Valley Pkwy Escondido, CA	Eddie ling	Eddie.ling@aldi.us
MOR75	2450 Rockwood Ave Calexico, CA	Andrew Leone	Andrew.Leone@aldi.us
MOR81	2260 N Imperial Ave El Centro, CA	Andrew Leone	Andrew.Leone@aldi.us
MOR94	40 N 4th Avenue Ste 110 Chula Vista, CA	Andrew Leone	Andrew.Leone@aldi.us
MOR95	215 16th St Ramona, CA	Eddie ling	Eddie.ling@aldi.us
MOR96	1850 Main Ct Chula Vista, CA	Andrew Leone	Andrew.Leone@aldi.us
MOR52	4251 Oceanside Blvd Oceanside, CA	Sebastian Strickler	Sebastian.Strickler@aldi.us

## Addendum B

The Food Recovery Organization oversees a network of Agency Partners that are authorized to pick up from ALDI on its behalf. The Food Recovery Organization holds separate Agency Partner agreements inclusive of the following eligibility and documentation. (For more details on the Food Recovery Organization and Agency Partner agreement please refer to the local food bank.)

- All Agencies receiving donated Products must be a 501(c)(3) organization, wholly-owned by a 501(c)(3) organization or a Church;
- Must be incorporated for the purpose of serving the ill, needy, or infants or be a Church, and place emphasis on serving needy clients;
- Must distribute donated Product free of charge for use by the ill, needy, or infants limited to distribution and use in the United States and Puerto Rico. May not sell or use donated Product in exchange for money, other property, or services;
- Must keep records which accurately reflect the total amount of Product received;
- Must ensure the safe and proper handling of the donated Product, which conforms to all local, state and Federal regulations;
- Agencies will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran;
- The Agency will allow the Food Recovery Organization to monitor the Agency regularly.

The Agency Partners that are authorized to pick up on behalf of the Food Recovery Organization pursuant to this Agreement are included on the next page. For a full list of potential agencies, please reference "Feeding San Diego Agency Address List\_January 2022".



## **Addendum C – Conditions for Refusal; Missed or Delayed Pickups**

Food Recovery Organization may refuse food if: (i) it does not meet applicable food safety requirements (“ALDI Conditions”); or (ii) the Food Recovery Organization has a lack of transportation capacity or storage space, and/or the food is not currently needed by the FRO/FRS (“FRO Conditions”). Such refusal will be done only in good faith.

In the case of refusal, Food Recovery Organization must notify ALDI of the reason for refusal at the time of refusal and, within 24 hours, provide written documentation supporting its refusal. Documentation must be in an electronic format (e.g., email) and include a description and/or photo of the refused donation, reason for refusal, and time/date of donation refusal.

Any refused food that cannot be redirected to another Food Recovery Organization with the approval and consent of the alternate Food Recovery Organization will be treated as organic waste and should not be disposed in a landfill. If Food Recovery Organization refuses the food because of ALDI Conditions, ALDI will be responsible for the food; if Food Recovery Organization refuses the food for Food Recovery Organization Conditions, or fails to collect food as described below, Food Recovery Organization will be responsible for the food.

In the event a collection is or will be delayed or missed, Food Recovery Organization will notify ALDI as soon as possible of the delay. If the delay cannot be accommodated (for example, delay would result in collection after hours), ALDI will, to the extent practicable, retain possession of the food and maintain safe storage and handling of the food until the collection can be rescheduled. Food Recovery Organization will find alternative solutions if the food cannot be collected in a safe or timely manner. Examples of alternative solutions may include redirecting Edible Food to another Food Recovery Organization, with the approval and consent of the alternate Food Recovery Organization; lawful use as animal feed; organic waste recovery or recycling such as composting or anaerobic digestion; or alternative diversion strategy that does not result in landfill disposal.

In the event that ALDI does not have food available for the scheduled pick-up day window, ALDI will notify Food Recovery Organization as soon as possible.

Both Parties will notify each other of closures and holidays that may affect collection.

Multiple delays or missed pick-ups without notification from Food Recovery Organization to ALDI may be grounds for ALDI to terminate this Agreement.

## Addendum D – Foods Acceptable for Food Recovery

Acceptable Food Types	Non-Perishable	Perishable
Food Type	Shelf Stable packaged foods	Dry foods, refrigerated foods, frozen foods
Examples of Food Items	Canned, boxed, or packaged foods	Bread, produce, meat, dairy, juice,
Packaging Requirements	Non-Perishable foods must be in unopened packaging that maintains the container integrity with no leaks, cracks, missing or incomplete labels, or other indicators that the contents have been compromised; outer packaging may be gently damaged provided an inner seal, bag, etc. remains intact.	Perishable foods, excluding whole/unpackaged produce, must be in their original, sealed packaging to maintain the integrity of the contents; produce sold in bags or cartons (e.g., apples or eggs) may have one bad unit removed and the rest donated. Perishable foods shall be stored in temperature-controlled packaging (or frozen), including a time/temperature log if applicable.
Label Requirements	Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; and, code date. Shelf stable and packaged foods should have all original and legible labels from the manufacturer.	Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; code date

See also *ALDI Cooler Donation Guidelines*, *ALDI Dry Donation Guidelines*, and *ALDI Freezer Donation Guidelines* (Attachment A to this Addendum).

## Addendum D, Attachment A



Cooler\_FoodRecovery.pdf



Dry\_FoodRecovery.pdf



Freezer\_FoodRecovery.pdf



## **Addendum E – Documentation and Recordkeeping**

Food Recovery Organization will provide to ALDI all information required by this Agreement electronically (e.g., by email). At a minimum, Food Recovery Organization will provide the following information to ALDI about the food that was recovered pursuant to this Agreement:

- Date(s) of pick-up
- Pounds of food recovered
- Types of food recovered (e.g., cooler, dry, or freezer donations – see **Addendum D and Attachment A**)
- Number of meals or people served

Food Recovery Organization will compile the above information and, on the first Monday of each month, provide it to ALDI, in a Microsoft Excel spreadsheet. If the Food Recovery Organization is a Feeding America affiliated partner, the reporting provided from Feeding America will suffice.

Food Recovery Organization will retain all records relating to this Agreement for a minimum period of seven years. Food Recovery Organization will cooperate with ALDI or its designee for reporting to local, State, and federal agencies, as applicable.