

MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between _____, hereinafter referred to as Distributor and the Nebraska Game and Parks Commission, hereinafter referred to as Commission.

A. PURPOSE

By entering into this MOU (Distributor) and the Commission recognize the value of providing frozen ground venison from the Nebraska Hunters Helping the Hungry program as a source of food, and the importance of distributing that food to Nebraskans in need. It is critical to manage effectively the transfer of frozen venison from the processors to the charitable organizations that will provide the food to Nebraskans in need of food assistance.

This MOU provides guidance on the expectations of all parties regarding reporting, communication, pickup and distribution of venison under the Nebraska Hunters Helping the Hungry program, and the necessity for sharing program information.

Specific provisions of this MOU may be modified through mutual agreement as conditions and circumstances change over time. Knowledge gained through experience and reporting of how venison is distributed may be used to adjust the specific activities of the MOU through coordination and agreement among the parties.

B. DISTRIBUTOR SHALL:

1. **Provide guidelines regarding efficient distribution of venison:** The Distributor will communicate with the Commission regarding the relative efficiency of pickup and distribution of venison from potential meat processor locations, based on the distributor's own routes or availability for scheduled pickup and delivery of donations.
2. **Pickup venison from Processors:** Processors participating in the Nebraska Hunters Helping the Hungry program by contract with the Commission will contact the Distributor when they have frozen ground venison ready for pickup. The Distributor will work with each processor to identify a day and approximate time within two weeks of that contact, to pick up the frozen venison. When the distributor arrives to pick up venison, they will visually verify that the frozen venison is in bags identifying it as from the Hunters Helping the Hungry program, and will sign and date the transfer log that documents the number of bags and total pounds of venison being transferred. The distributor will insure that venison remains frozen until it is transferred again, or until it is thawed for food preparation.
3. **Distribute venison to Nebraska residents in need:** The distributor will bear the entire cost of the pickup, distribution and/or any food preparation costs of providing the venison to needy Nebraskans. Donated venison may not be sold or bartered.

4. **Communicate outcomes from the Hunters Helping the Hungry program:** The distributor shall share whatever information is collected on outcomes from pickup and distribution of frozen venison under the program. Information such as the number of people served meals, the number of individuals or families provided with frozen venison, stories from individuals or families helped, and/or what other organizations received distribution of the venison will be shared with the Commission to help document program success.

C. COMMISSION SHALL:

1. **Communicate anticipated outcomes from the Hunters Helping the Hungry program:** The Commission will share with Distributor information on the total number of deer expected to be donated to the program and estimated pounds of venison to be picked up from contracted meat processors on a location by location basis.
2. **Document the legal take and distribution of donated deer:** The Commission will obtain donation logs to establish that the venison was obtained from deer that were legally taken and donated by hunters. The Commission will also obtain transfer logs to establish that venison was legally transferred to the Distributor.
3. **Provide support and counsel:** The Commission as administrator of the Hunters Helping the Hungry will provide support by assisting in communication between parties when needed, and guidance on completion and submittal of documentation. The Commission will also provide counsel on problems or questions related to products or services of the Hunters Helping the Hungry program.

D. RESPONSIBILITIES OF PARTIES

It is the responsibility of both parties to communicate concerns and questions to the other party of the MOU. The Distributor must abide by state and federal law and federal, state, and site-specific safety procedures. Timely communication between Distributor and the Commission regarding existing or anticipated problems in implementing the MOU will be crucial to issue resolution and the successful outcome of these cooperative efforts.

E. DURATION OF MOU

1. The MOU shall take effect upon full execution of this MOU and shall remain in effect until cancelled in writing. This MOU will remain in effect for the term prescribed above unless sooner revoked for cause by the Commission or unless sooner terminated by either party. If revoked for cause by the Commission, or if terminated by the Distributor or by mutual consent, there shall be not less than (14) days written notice, unless otherwise mutually agreed.
2. If revoked for cause the Distributor shall have [5] days after receipt of written notification to cure any such default.
3. This MOU may be renewed, extended or amended by mutual written agreement.

F. FORFEITURE OF MOU

Failure of the Distributor to comply with the terms and conditions of this MOU in a manner, to the best of its ability, which the Commission, in its sole discretion, shall deem sufficient, may be considered cause for revocation of this MOU. Failure of the Commission to revoke upon apprehension of a violation shall not constitute a bar to revocation upon repetition of the same violation or of another violation. In the event of any forfeiture or termination of this agreement, any frozen venison in the possession of the Distributor shall be delivered to the Commission or Commission’s designee.

G. SPECIAL PROVISIONS

1. It is expressly understood by the Distributor it is in all instances an independent contractor. Nothing in this MOU shall be construed as a delegation of authority of the Commission to the Distributor or its agent(s) with respect to the agreements described herein, nor shall the Distributor or its agent(s) in any manner consider or represent itself to be an employee of the Commission. The present MOU shall be considered to have been executed at Lincoln, Lancaster County, Nebraska, and shall be subject to the laws of the State of Nebraska.
2. The Distributor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the MOU and it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of the MOU.
3. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.

H. PRINCIPAL CONTACTS

Primary Contacts for the primary signatories are:

Distributor:

Contact name _____
 Street address _____
 City, ST ZIP _____
 Phone _____
 Email _____

Commission: Teresa Lombard
 Nebraska Game and Parks Commission
 2200 North 33rd Street
 Lincoln, NE 68503
 (402-471-5430)
 teresa.lombard@nebraska.gov

G. AUTHORIZED REPRESENTATIVES

By signing this page, all parties agree to the items outlined above.

(Contact Name), (Distributor Organization Name)

Date

James N. Douglas, Nebraska Game and Parks Commission

Date