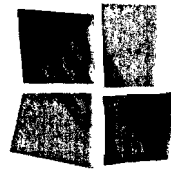




SHARE OUR STRENGTH'S
**COOKING
MATTERS**[®]
NO KID HUNGRY



arkansas
Hunger Relief
alliance

COOKING MATTERS SATELLITE PARTNERSHIP AGREEMENT

This **AGREEMENT** (the "Agreement") is by and between the Arkansas Hunger Relief Alliance ("Cooking Matters Lead Partner") and the City of Jonesboro, Arkansas ("Satellite Partner").

This Agreement authorizes Satellite Partner to run Share Our Strength's Cooking Matters program (the "Program") in the Northeast Arkansas region for the period January 2013 to June 2013.

Satellite Partner agrees to run the Program, which is defined in the Share Our Strength Satellite Partner Implementation Guidelines (the "Guidelines") under the below terms and conditions.

DEFINITION OF SUCCESS

The Satellite Partner and the Cooking Matters Lead Partner affirm that they will strive to meet Cooking Matters' standards of success.

- Courses serve participants from low-income households.
- Each course has between 10-15 regularly attending participants who have not previously taken the same Cooking Matters course
- 85% of participants who start a course graduate; participants must attend at least four out of six classes to be considered graduates.
- Both Cooking Matters and the Satellite Partner fulfill their respective roles and responsibilities as outlined in this document

ROLES AND RESPONSIBILITIES

Cooking Matters Lead Partner Responsibilities:

1. Provide curricula and other program materials necessary to run the Program (as described in the Guidelines).
2. Provide Cooking Matters paperwork including attendance sheets, participant evaluations, and participation waivers.
3. Communicate with Satellite Partner in a timely and collaborative manner on coordination and implementation of the Program.

4. Provide training and technical assistance needed to run and expand Program:
 - a. Provide in-person or remote training for Satellite Partner staff and volunteers including all training materials.
 - b. Be available by phone and email to respond to specific needs and concerns and address them as able.
 - c. Provide site visits as needed.
 - d. Assist with the identification of appropriate course sites for the Program.
5. Support the recruitment, training and retention of culinary and nutrition professionals as volunteer course instructors.
6. Support Satellite Partner in developing and maintaining relationships within the culinary and nutrition community in area to support volunteer and programmatic goals.
7. Serve as a liaison with Share Our Strength's national Cooking Matters team for materials, trainings, evaluation results, questions, and general concerns.
8. Submit Share Our Strength, Cooking Matters Partner, and Satellite Partner information to media covering the Program.
9. Pay for program costs as agreed upon with the Satellite Partner. See Addendum for specifics.

Satellite Partner Responsibilities:

1. Provide 3 Cooking Matters courses or 45 course graduates (courses as defined in the attached Guidelines).
2. Designate at least one employee to manage the Program and serve as the contact person with Cooking Matters staff. The person is Emma Agnew, Coordinator of the North Jonesboro Neighborhood Initiative.
3. Communicate with Cooking Matters Lead Partner in a timely and collaborative manner for coordination and implementation of the Program.
4. Take primary responsibility for recruiting and retaining a sufficient number of volunteer chefs, nutritionists, and classroom assistants to staff all courses.
5. Participate fully in the evaluation of Cooking Matters by completing paperwork as requested and administering participant surveys as directed.
6. Ensure program materials are used properly and submit inventory three times per year as requested.
7. Develop and maintain relationships within the culinary and nutrition community in your area to support volunteer and programmatic goals.
8. Provide Cooking Matters Lead Partner with photographs, quotes or stories from participants or volunteers who have been involved in the program.
9. Fully represent Cooking Matters Lead Partner in all communications and to all media covering the Program, and share any media covering the Program with Cooking Matters Lead Partner.
10. Pay for program costs as agreed upon with the Cooking Matters Partner.

Cooking Matters is a national program wholly owned by Share Our Strength. Satellite Partner agrees to describe the Program as a program of Share Our Strength and Cooking Matters Lead Partner on all program and promotional materials, including but not limited to newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases.

SPONSORSHIP

The ConAgra Foods Foundation is the *sole national sponsor* of Share Our Strength's Cooking Matters. All materials produced by Share Our Strength will recognize the ConAgra Foods Foundation's sponsorship. No other sponsor may be integrated into the Cooking Matters logo.

To the extent that Satellite obtains any local sponsor, they shall notify Cooking Matters Partner and Share Our Strength in writing. Local sponsors must be clearly defined as such in all program and promotional materials. Local sponsorship recognition plans need to be submitted to Share Our Strength for approval; Share Our Strength will respond within 5 business days.

LICENSE OF INTELLECTUAL PROPERTY

Share Our Strength owns the copyright for all Cooking Matters curricula and printed materials. All rights in and to such materials shall be held solely by Share Our Strength.

In accordance with a separate Program Agreement with the Cooking Matters Lead Partner, Share Our Strength hereby grants to Satellite Partner a non-exclusive, non-transferable, non-sublicensable, revocable license to use the following Share Our Strength name, logo, and other trademarks, trade names, and service marks: SHARE OUR STRENGTH[®], U.S. Reg. No. 1,894,313, COOKING MATTERS[™], SHARE OUR STRENGTH and apple core designSM, U.S. Reg. No. 3522092, and COOKING MATTERS, U.S. Serial No. 85148570, and SHOPPING MATTERS, U.S. Serial No. 85160043 (collectively, the "Share Our Strength Marks"), in connection with Cooking Matters and in accordance with this Agreement. Satellite Partner hereby authorizes Share Our Strength to use Satellite Partner name, logo, and trademark in connection with Cooking Matters and in accordance with this Agreement.

TERMINATION

This Agreement shall terminate on June 30, 2013 unless earlier terminated by the Cooking Matters Partner, Satellite Partner, or Share Our Strength only as provided in this Agreement. The Cooking Matters Partner may terminate this Agreement for any material breach of this Agreement by Satellite Partner, provided that Cooking Matters partner gives Satellite Partner written notice of such breach and an opportunity to cure the breach within sixty (60) days of receipt of such notice. Satellite Partner may also terminate this Agreement upon sixty (60) days written notice. Satellite Partner will return any unused program materials to Cooking Matters partner within fifteen (15) days of the termination of this Agreement.

INDEMNIFICATION, REPRESENTATIONS, AND WARRANTIES

Satellite Partner shall indemnify and hold harmless Cooking Matters Partner, Share Our Strength, and any sponsors of the Program from all claims, liability, damages and expenses with respect to any third party claims relating to Satellite Partner's performance of and actions in connection with the Program.

Each party represents and warrants to the other (A) that it has the authority to enter into this Agreement and perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations, (B) that this Agreement constitutes a valid, binding and enforceable obligation, and (C) that it is under no disability, restriction or prohibition affecting its ability to execute this Agreement and to perform its obligations hereunder.

This Agreement can be amended by either party with 60 days notification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first above written.



Ashley Wright
Director, Cooking Matters

Arkansas Hunger Relief Alliance

Date 02/13/13