



# IPS Rebates Letter of Participation Form

\*THIS FORM MUST BE FILLED OUT COMPLETELY FOR PARTICIPATION\*

Date (mm/dd/yyyy): \_\_\_\_\_

District/Foodservice Program Name: \_\_\_\_\_

District/Foodservice Program Mailing Address (including City, State, Zip Code): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Make checks payable to ( i.e. food service account ("FSA")): \_\_\_\_\_

How many locations receive deliveries from respective distributor(s)? \_\_\_\_\_ Number of Students \_\_\_\_\_

Yes  No Are you a member of a Cooperative ("Co-Op") with other Districts for purchasing? (NOTE: A Co-Op is different than a GPO; See Below)

If Yes, Name of Co-Op: \_\_\_\_\_

Yes  No Are you a member of a Group Purchasing Organization ("GPO")? (NOTE: Possible disqualifier unless willing to switch to IPS)

If Yes, Name of GPO: \_\_\_\_\_

Yes  No Does your District/Facility utilize a food service management company ("FSMC")? (NOTE: Possible disqualifier depending on FSMC)

If Yes, Name of FSMC: \_\_\_\_\_

Yes  No Does your District/Facility or Co-Op (if applicable) have any agreements or arrangements that are DIRECTLY with a manufacturer **NOT counting pricing agreements or arrangements with distributors**? If Yes, please name manufacturers: \_\_\_\_\_

## ACKNOWLEDGEMENT AND AUTHORIZATION

I authorize my Distributor Representative to provide IPS with purchase data for all of my delivery locations

I am an authorized agent, owner or employee of the District or Facility identified above (collectively, "Member"). I represent that I have the authority to enter into this Letter of Participation ("LOP") with IPS on behalf of my District or Facility, effective as of the date first written above, and I agree to inform IPS should my authority change in any way that could affect our participation while we are sharing information as agreed in this LOP. To the best of my knowledge, all information provided to IPS in connection with this LOP up to now and during our relationship is and will be accurate and correct. If IPS should discover that any information important to our relationship that we provide is not correct, IPS has the right to bring this to my attention and to cancel or amend our participation in any and all programs. I also acknowledge that any current programs we desire to continue through a direct relationship with other School Food Authority ("SFA") distributors or manufacturers have been disclosed, and I understand that we may not be allowed to participate in the IPS Programs if my disclosure is not accurate and correct or is no longer accurate and correct because of future changes that I have not disclosed. Further, if it is discovered that a program exists that was not disclosed above, I agree that IPS may allow Member to remain as part of the IPS program (the "Program") on the condition that I will cancel such direct agreement within 5 business days and agree to repay any monies related to the undisclosed program(s). I acknowledge, that to the extent Member receives rebates on products purchased through a federally reimbursable program such as the National School Lunch Program and other similar Federal programs, such rebates must be remitted to the District's FSA. IPS represents to Member that IPS is not a FSMC and does not and will not contract with Member to manage any aspect of Member's school food service. IPS and Member agree that no Federal or state funds will be paid to IPS or will be used to purchase or otherwise fund the services which IPS is providing pursuant to this LOP. **By signing this LOP, I am authorizing IPS and its associated companies to enroll the District/Facility together with its locations in the Program as a Member, with the exception of any direct manufacturer agreements disclosed by Member to IPS. I authorize IPS to contact all distributors, as well as manufacturers with which IPS has direct contracts, to obtain Member data including, but not limited to, product manufacturer, purchase volumes and dates, and pricing for the purpose of volume rebate tracking and opportunity analysis. I agree that IPS may receive financial consideration from the manufacturers and distributors that agree to participate in the Program with IPS. IPS promises to Member that all data that Member authorizes IPS to collect will be maintained on a confidential basis by IPS and any company contracted by IPS to analyze the data. IPS further promises that Member's data shall be used by IPS on behalf of Member solely for the purpose of processing rebates and to extend any other benefits due to all IPS Members. In the aggregate, such data shall only be used to improve manufacturers' and distributors' awareness of the purchasing trends and preferences of IPS Members relative to each manufacturer's or distributor's products and the industry. In the event that my District or Facility desires to terminate this LOP, I agree to provide IPS with not less than 90 days' prior written notice thereof signed by a duly authorized signatory for my District or Facility.**

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_