**[Month Day, Year]**

United States Department of Agriculture

Food and Nutrition Services

To Whom it May Concern:

Please find the GusNIP Grantee-Firm MOU attached.

GusNIP grantee: **[GusNIP grantee name]**

GusNIP award number: **[award number]**

Firm: **[market or retailer name]**

Firm FNS number: **[FNS number]**

Sincerely,

**[GusNIP grantee name]**

**Memorandum of Understanding**

This Memorandum of Understanding is entered into on **[Month Day, Year]** by **[GusNIP grantee name]**, herein referred to as “the Grantee”, and **[firm name]**, herein referred to as “the Firm”, to ensure compliance with USDA FNS rules for the purpose of participation in a GusNIP grant project.

I.) Firm Contact Information

A. *Firm Name:* **[firm name- including other names the Firm does business as or under]**;

B. *Street Address:*

**[Street]**

**[City, State]**

**[Zip]**

**\*for centrally-operated chain with multiple locations, enter addresses and FNS number for all physical locations**

C. *Mailing Address*: **[enter if different from street address]**

D. *Firm FNS number*: **[FNS number]**

E. *Firm hours and days of operation*: **[hours/days]**

II.) GusNIP Grant Project Participation

A. *Time period:* The Firm’s participation in **[grantee name]**’s GusNIP grant project will occur during a time period defined as beginning **[enter beginning date]** and ending on **[expected ending date]**.

B. *Incentives offered at firm:* customers of the Firm who participate in the federal Supplemental Nutrition Assistance Program (SNAP) will be eligible to use SNAP to purchase **[qualifying produce products or qualifying SNAP-eligible products]** and for every $1 spent, will receive an incentive of $1 to spend on additional produce up to **[enter predefined dollar amount per day or visit].**

C. *Other waivers*: **[Enter a general description of any other waivers expected, requested, received, or applicable to the firm’s involvement in the project]**

D. *Data collection:* the Firm will provide the Grantee with all incentive transaction-related data necessary for a robust evaluation of the GusNIP grant project with the mutual understanding that this data will be furnished to USDA NIFA, FNS, and GusNIP evaluators. These data include:

*Site and Project Information*

* Management or organizational structure of the program
* Financial instrument used for SNAP and incentive purchases (tokens, scrip, electronic, etc.)
* Retail locations, mobile routes, or other pertinent information to understand how the project improves access to healthy food for underserved, low-income consumers
* Months of operation and operating days and hours
* Whether it is a new SNAP incentive program or the continuation, expansion, or modification of an existing program
* Whether program sites accept other nutrition assistance program benefits
* Whether program sites collaborate with nutrition education programs or offer other experiential nutrition education activities
* Expenses associated with establishment and operations of the program

*Incentive Program Information*

* Fruit and vegetable products eligible for incentives
* Incentive level (ratio and maximum)
* Incentive delivery mechanism
* Dollar value of SNAP purchases (per site/per year)
* Number of SNAP transactions (per site/per year)
* Dollar value of incentives issued (per site/per year)
* Dollar value of incentives redeemed (per site/per year)
* Average incentive value redeemed per recipient (weekly/monthly/annually)

E. *Firm* *Regulations:* the Firm will follow all relevant GusNIP and SNAP rules including, but not limited to, the following:

* The Firm will only accept incentives for GusNIP qualifying fruits or vegetables;
* The Firm will never accept incentives for ineligible products (i.e., non-food, alcohol, tobacco, or hot food products);
* The Firm will never exchange incentives for cash (i.e., trafficking);
* The Firm will never provide cash or SNAP EBT change for incentives;
* The Firm will never provide cash or SNAP EBT refunds for incentives;
* The Firm will never accept incentives from individuals known not to be legally entitled to possess incentives;
* The Firm will never accept incentives to pay credit accounts; and,
* The Firm will never knowingly provide false information of a substantive nature regarding their participation in the grant project.

The Firm acknowledges that failure to abide by GusNIP and SNAP rules, at any firm location, may result in SNAP disqualification, civil money penalties, and/or criminal penalties.

F. *Grantee Regulations*: The Grantee acknowledges that failure of the Grantee to abide by GusNIP grant program rules may result in rescission, in whole or in part, of grant funds.

G. *Grantee Responsibility for Firm:* The Grantee acknowledges that they are responsible for overseeing firms participating in their grant project to ensure that SNAP and GusNIP rules are followed; and that they will be held responsible for instances of noncompliance that occur at any of their participating firms.

The Grantee and the Firm hereby acknowledge the above regulations and agreements and commit to uphold them throughout the duration of the GusNIP grant program, or until this agreement is superseded by a future memorandum of understanding to ensure continued compliance with USDA FNS guidelines.

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**[name of grantee project director]**

The Grantee Project Director / Date

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**[name of firm owner]**

The Firm Owner / Date

**[\*add additional signature lines if multiple owners]**