LETTER OF PARTICIPATION

All information must be submitted to complete enrollment

Date (mm/dd/yyyy): _____

District/Foodservice Program Name: _____

District/Foodservice Program Complete Mailing Address: _____

Primary Contact Name: _____ **Title**: _____

Phone: _____ **Email:** _____

Designated Program Account for Rebate Checks ("Payable To"): _____

How many locations receive deliveries from respective distributor(s)? _____ **Number of Students:** _____

Co-Op Name (if applicable): _____

Contact Name for Smart Rewards: _____ **Title:** _____

Phone: _____ **Email:** _____

☐ Yes ☐ **No** Does your District have any DIRECT pricing agreements with a manufacturer outside of a distributor agreement? If yes, please name the manufacturer: _____

☐ **Yes** ☐ **No** Are you a member of a Group Purchasing Organization ("***GPO***"), or Rebate Service Provider? ***(NOTE: Possible disqualifier unless willing to switch to IPS)*** If Yes, please list the Name of GPO or Rebate Service Provider: _____

☐ **Yes** ☐ **No** Does your District utilize a food service management company ("***FSMC***")? ***(NOTE: Possible disqualifier depending on FSMC)***
If Yes, Name of FSMC: _____

ACKNOWLEDGEMENT AND AUTHORIZATION

☐ ***I authorize my Distributor Representative to provide IPS with purchase data for all my delivery locations.***

*I am an authorized agent, owner or employee of the District 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, as well as any related documentation to effectuate this LOP (e.g. a letter of termination to any existing rebate service provider), 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 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 desires to terminate this LOP, I agree to provide IPS with not less than 30 days' prior written notice thereof signed by a duly authorized signatory for my District.***

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Please return this LOP by email to IPS@GoIPS.com or directly to an IPS representative