

 **Frank Edelblut Christine Brennan**

 Commissioner  **Deputy Commissioner**

## STATE OF NEW HAMPSHIRE

**DEPARTMENT OF EDUCATION**

**101 Pleasant Street**

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 **FRESH FRUIT AND VEGETABLE PROGRAM AGREEMENT**

**CFDA # 10.582**

This permanent agreement is between the New Hampshire Department of Education and SAU #\_\_\_\_\_\_\_\_\_\_.

The undersigned has the authority to enter into this Agreement to participate in the USDA Fresh Fruit and Vegetable Program as authorized by The Food, Conservation and Energy Act of 2008 which amended the Richard B. Russell National School Lunch Act and added Section 19 the **Fresh Fruit and Vegetable Program**.

It is mutually agreed between the State Agency and School Food Authority that:

1. The School Food Authority agrees that the funds will only be used for the purposes authorized by Section 19 of the National School Lunch Program.
2. The School Food Authority agrees to abide by all of the requirements for administering the Program as stated in Section 19 of the National School Lunch Program.
3. The School Food Authority agrees to provide funds to the approved school(s), under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirements.

4. The School Food Authority agrees that the participating schools will implement the program in accordance with the plan outlined in the signed annual Application and School Profile for the Fresh Fruit and Vegetable Program.

1. **General Conditions**
2. This Agreement is non-transferable.
3. Neither the State Agency nor the School Food Authority has an obligation to renew the application.

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| **State Agency Representative** |  | **SAU Representative** |
|  |  |  |
| ***Signature*** |  | ***Signature*** |
|  |  |  |
| ***Title*** |  | ***Title*** |
|  |  |  |
| ***Date*** |  | ***Date*** |

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof.

This institution is an equal opportunity provider.

***Disclaimer: Reimbursement for FFVP is contingent upon the availability of Federal funds.***