

WHEREAS, upon receiving any Proceeds not listed on the Duplication of Benefits Affidavit, the Food Bank agrees to immediately notify the Recipient who will notify DCA and the United States Department of Housing and Urban Development (“HUD”) of such additional amounts, and HUD will determine in its sole discretion if such additional amounts constitute a DOB.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Recipient and the Food Bank do hereby agree as follows:

1. The Food Bank agrees to assist and cooperate with the Recipient, if the Recipient elects to pursue any of the claims the Food Bank has against the insurers for reimbursement of DOB Proceeds under any such policies.
2. The Food Bank agrees to provide assistance and cooperation, including but not limited to, allowing suit to be brought in the Food Bank's Name and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Recipient.
3. The Food Bank agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Food Bank would be entitled to under any applicable COVID-19 Pandemic Program.
4. The Food Bank explicitly agrees to allow the Recipient to request of any company with which the Food Bank held insurance policies, or FEMA or the SBA or any other entity from which the Food Bank has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the Recipient to monitor/enforce its interest in the rights assigned to it under this Agreement and give the Food Bank's consent to such company to release said information to the Recipient.
5. Any of the Proceeds determined to be DOB Proceeds shall be remitted to the Recipient no later than forty-five (45) calendar days following notification by the Recipient of the occurrence of a DOB awarded or disbursed to the Food Bank.
6. All DOB Proceeds shall be retained by the Recipient and/or disbursed to DCA, on behalf of HUD, as determined by DCA.
7. If any Federal Assistance Payments received by the Food Bank for physical damage to property of the Food Bank (not including contents) for the same purpose, the Food Bank agrees to promptly pay such amount to the State of Georgia, if that amount would have reduced the amount of the COVID – 19 Pandemic Program grant.

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