

The Lazarus Global Humanitarian Food Donation Liability Protection Act

A model Act proposed by the Lazarus Council to extend Good Samaritan–style protections to donors, distributors, transporters, and volunteers who in good faith donate safe food for humanitarian purposes.

Be it enacted by the Legislature of [Nation], as follows:

SECTION 1. TITLE

This Act may be cited as the “Lazarus Global Humanitarian Food Donation Liability Protection Act.”

SECTION 2. FINDINGS AND PURPOSE

The legislature finds that:

1. Fear of civil or criminal liability deters individuals and organizations from donating safe edible food.
2. Extending Good Samaritan–style protections across the entire donation chain will unlock substantial new sources of food for humanitarian use.
3. Clear standards for safety, labeling, and handling provide sufficient protection for recipients while encouraging generosity.

Purpose: To provide liability protections for qualified donations of food made in Good Faith, while preserving remedies for Gross Negligence or Intentional Misconduct.

SECTION 3. DEFINITIONS

For the purposes of this Act—

- “Donated Food” means any edible product transferred without profit for humanitarian or charitable purposes; reimbursement of reasonable handling, processing, packaging, storage, and transportation costs shall not be considered profit.
- “Qualified Donor” includes producers, manufacturers, wholesalers, retailers, restaurants, caterers, farmers and gleaners, food delivery platforms, nonprofits, government entities, and any person or entity in the donation chain.
- “Distributor or Transporter” includes logistics providers, carriers, and volunteers moving or storing Donated Food.
- “Receiving Organization” means a recognized charity, food bank, public institution, or relief organization that redistributes Donated Food to end recipients.
- “Good Faith” means honesty in fact and reasonable compliance with applicable food-safety, storage, and handling requirements at the time of donation.
- “Gross Negligence” means conduct demonstrating reckless disregard for a known and substantial risk of serious harm; “Intentional Misconduct” means an act purposely done with knowledge that harm is substantially certain to occur.

SECTION 4. GENERAL IMMUNITY

1. A Qualified Donor, Distributor or Transporter, Receiving Organization, or Volunteer shall not be civilly or criminally liable for injury or death arising from the nature, age, packaging, or condition of Donated Food, provided the donation or distribution was made in Good Faith.

2. The immunity in subsection (1) shall not apply to harm proximately caused by Gross Negligence or Intentional Misconduct.

SECTION 5. VOLUNTEER AND AGENCY IMMUNITY

1. A Volunteer acting on behalf of a Receiving Organization or Qualified Donor shall be immune from civil liability for acts or omissions in connection with the collection, handling, transport, or service of Donated Food, except for Gross Negligence or Intentional Misconduct.
2. A Receiving Organization shall not be deemed a seller or manufacturer of Donated Food solely by reason of distribution without profit.

SECTION 6. SAFETY STANDARD AND PRESUMPTIONS (UPDATED)

1. Donated Food shall be reasonably identifiable and, where applicable, in packaging that clearly indicates safe storage or handling conditions. Donors and recipients shall act in Good Faith to ensure food is safe for human consumption at the time of donation.
2. The absence of consumer-facing date labels (including “Best if used by” or “Use by”) shall not, by itself, defeat immunity under this Act if the Donated Food was otherwise safe for consumption at the time of donation.
3. Compliance with any model guidance issued under this Act creates a rebuttable presumption of Good Faith.

SECTION 7. COST-RECOVERY AND TAX TREATMENT

1. Acceptance of reimbursement for reasonable costs directly associated with the recovery, processing, packaging, storage, or transportation of Donated Food shall not disqualify a donor or distributor from protection under this Act.
2. Nothing in this Act precludes any tax benefit or incentive authorized by law for the donation of food.

SECTION 8. NOTICE, RECORDS, AND TRACEABILITY (MINIMUM STANDARD)

1. At the time of transfer to a Receiving Organization, a Qualified Donor shall provide, in any written or electronic form: (a) the common name of the product, (b) quantity, (c) date transferred, and (d) any handling or storage instructions reasonably necessary for safety.
2. No additional documentation or government inspection shall be required as a condition of immunity; ordinary business records shall suffice.

SECTION 9. PREEMPTION AND UNIFORMITY

1. This Act supersedes and preempts any conflicting subnational rule that imposes stricter liability on Good Faith donations of food.
2. Nothing herein restricts the authority of the national food-safety regulator to set general safety standards of universal application.

SECTION 10. BURDEN OF PROOF; LIMITATIONS

1. A claimant alleging loss from Donated Food must prove by clear and convincing evidence that the harm was proximately caused by Gross Negligence or Intentional Misconduct of the defendant.
2. No action shall lie for ordinary negligence in the donation, transport, or distribution of Donated Food undertaken in Good Faith.

SECTION 11. IMPLEMENTATION (UPDATED)

1. Model guidance documents and forms are made available by the Lazarus Council here: <https://LazarusCouncil.com/Guidance> to assist national authorities, donors, and Receiving Organizations with best practices for handling and documentation.
2. Existing personnel and procedures shall be used wherever possible; no new agencies or offices are required.
3. To maintain Lazarus Law compliance status, governments shall periodically share summary data with the Lazarus Council, including total donations facilitated and any regulatory updates, to support global transparency and coordination.

SECTION 12. EFFECTIVE DATE

This Act shall take effect immediately and apply to donations made on or after the date of enactment.