



Norman Animal Welfare

BASIS

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets®**. Best Friends feels privileged to help save lives by working with network partners and providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

Norman Animal Welfare (“Recipient”) is a municipal animal shelter that has been selected to receive funding for their role as a Common Bonds District Captain in Oklahoma (“Project”), administered by Kelly Burley, South Central Region strategist for Best Friends Animal Society (“Project Administrator”).

This grant Agreement (“Agreement”) will govern the terms of the Project. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the “Effective Date”).

AGREEMENT

Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: **Norman Animal Welfare** (“Recipient”)

This is a one-time grant in the amount of: **\$ 6,500** (\$5,000 Recipient grant for shelter programmatic needs and \$1,500 Project support)

The term of this Agreement, unless terminated pursuant to Section 9, will be for a **nine (9) month period** from the Effective Date through **December 15, 2024** (the “Grant Period”). An extension may be granted subject to evaluation and agreement from both parties.

Subject to the provisions of the Termination section below, the grant funding will be disbursed in a single payment.

- Full payment will be paid within thirty (30) days upon receipt by Best Friends of the executed Agreement and IRS Form W9: **\$6,500**

Recipient acknowledges that Best Friends and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

If the Parties do not fully execute this Agreement by **March 15, 2024** Best Friends offer to work with Recipient will expire and is automatically revoked. Best Friends will not be obligated to provide any support (financial or otherwise) to Recipient if the offer expires and is automatically revoked.

Section 2. Goals of Project and Use of Grant Funds

The purpose of the Project is to strengthen engagement with Oklahoma animal shelters, identifying needs and resources to close their gaps to achieve a 90% save rate. The project also seeks to encourage data reporting in the Shelter Pet Data Alliance (SPDA) and provide information about the Best Friends Animal Society network partnership. District Captains will work with the Project administrator to determine assigned shelters in their region and serve as Project point persons in building, stewarding and strengthening relationships and assessing needs with shelters in their region.

Section 3. Recipient Responsibilities

During the Grant Period, Recipient agrees to:

- Commit a minimum of five hours per month to be a Project District Captain
- Engage a minimum of two shelters per month by phone or in person
- Update the Project administrator on shelter engagement and findings through monthly virtual group calls and as needed by email/phone

Section 4. Program Reporting Requirement

Recipient agrees to keep a running log of engagements with assigned shelters that includes the type and nature of engagement (type: by phone, in-person or by e-mail and nature: introductory visit, needs assessments, best practices, etc.). Recipient also agrees to log activity by submitting a monthly report each month during the grant term through a spreadsheet to be provided. Recipient also agrees to log their assigned shelters' interest in sharing data to the SPDA and in becoming a Best Friends Network Partner. In cases where a shelter has no shelter management software, Recipient agrees to encourage coordination of a paper version of data with criteria determined by the Project administrator (kelly.burley@bestfriends.org).

Recipient agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 15 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the program at least once per quarter during the Term of this Agreement (the "Publicity Materials"). Recipient grants Best Friends the right to use the Publicity Materials in any manner Best Friends deems appropriate in perpetuity and warrants to Best Friends that it has received any permissions needed to grant such right.

Recipient may be asked to participate in a collaborative press release announcing the partnership and the program.

Section 5. Project Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the funded project.

Both parties may issue reports or statements to its members, the media, and the public about the funded project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts.

Recipient shall use its best efforts to provide Best Friends with the opportunity to photograph, video, and audio record events related to the Project and use such materials for publicity purposes, consistent with Recipient's policies and procedures for such event(s) for the duration of the Grant. Recipient grants to Best Friends the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by Best Friends or its employees, contractors, or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by Best Friends in its sole discretion including for identification purposes, to promote or report about Best Friends events, activities, and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors, or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Recipient shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Recipient agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Section 6. Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified government organization;
- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Section 7. Financial Assistance Restrictions

In addition to abiding by the requirement that the funds be used in furtherance of the project described in Recipient's obligations, Recipient specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 8. Default and Termination

Termination by Recipient. Recipient may terminate this Agreement upon written notice to Best Friends in the event of the following events of default and where Best Friends fails to cure said default within 14 calendar days after receipt of notice thereof:

- By its actions or statements, Best Friends materially harms Recipient in its reasonable judgment; or
- Best Friends files for bankruptcy, or sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a non-profit corporation.

Termination by Best Friends. Best Friends may terminate this Agreement upon written notice to Recipient in the event of the following events of default within 14 calendar days after receipt of notice thereof:

- Recipient fails to carry out their obligations as set out within this Agreement, including, as within the reasonable judgment of Best Friends, failing to carry out the Project in the spirit in which it is entered and with the goal of saving as many animal lives as possible; or
- By its actions or statements, Recipient materially harms the reputation of Best Friends, as determined by Best Friends in its reasonable judgment.

Best Friends may immediately terminate this Agreement without penalty or any further obligation upon written notice to Recipient in the event that Best Friends determines that it lacks the financial ability to continue to support the Program.

In the event that this Agreement is terminated by either party, Best Friends will not be obligated to provide any installment payments that are not yet due.

Section 9. Non-Disparagement

Recipient agrees not to disparage Best Friends during the funded project and for three years following the last disbursement from Best Friends to Recipient.

Section 10. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against Best Friends relating to the Grant and its receipt of grant funds. Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees" are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for Best Friends' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Recipient's actions or omissions related to the Recipient's programs or any breach by Recipient of this Agreement. This includes lone acts or omissions by the Recipient as well as the combined acts of the Recipient with others.

Notwithstanding any contrary language in this Section 11, Recipient is prohibited by established state law from any agreement to indemnify Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. Any tort committed by Recipient is governed by the Governmental Tort Claims Act, 51 O.S. §151, et seq., which defines and describes a municipality's liability in Oklahoma (see statement above).

Section 12. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity agreements are perpetual. The Non-Disparagement clause survives for three years following the last disbursement from Best Friends to Recipient.

Section 13. Proprietary Information

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any Best Friends proprietary information, Recipient will notify Best Friends and return said information. Recipient agrees that it will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 14. Additional Grant Funding and Requirements

As set forth above, Recipient acknowledges and agrees that, unless specifically provided in this Agreement, Best Friends and its representatives have made no actual or implied promise of any additional grant funding. At the sole discretion of Best Friends, Recipient may be selected to receive an additional monetary grant from Best Friends during the Grant Period of this Agreement. In such event, the Parties will mutually agree in writing upon any additional reporting or other obligations Recipient will have associated with such grant funds. Recipient will be informed if grant funds will be disbursed

using a schedule and will be subject to Recipient meeting specific reporting or other obligations. Any such additional grant funds must be used for the purposes agreed to by the Parties. The provisions of this Agreement will apply in connection with all uses of any grant funds provided by Best Friends during the Grant Period of this Agreement, unless Recipient and Best Friends have entered into a separate agreement specifically related to such grant.

Section 15. Other Terms

These contract terms bind the successors and assigns of both parties. Each term of this Agreement is material. Recipient expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Both parties agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other Agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

City of Norman

By: _____

Name: Larry Heikkila

Title: Mayor Date: _____

Best Friends Animal Society

By:  _____

Name: Kelly Burley

Title: South Central Strategist Date: 03.05.2024