



SAFE Coalition Memorandum of Understanding

The SAFE Coalition (“Coalition”) is an unincorporated and voluntary association of animal welfare organizations in Metropolitan Nashville and Davidson County, Tennessee (“Metro”). A Coalition member is an animal welfare organization providing services in Metro and operating as a 501(c)(3) nonprofit organization or government animal shelter.

By entering into this Memorandum of Understanding (“MOU”), the undersigned nonprofit organization or governmental entity agrees to become a member of the Coalition (“Coalition member”) on the terms set forth herein.

1. Mission of the Coalition

To build and sustain a community that saves all healthy and treatable cats and dogs in Metro.

2. Legal Structure and Governance

The Coalition does not exist as, nor do the members intend to form, a separate legal entity by virtue of this MOU. Each Coalition member maintains its own independent status as a 501(c)(3) nonprofit organization or government-run animal shelter. No member of the Coalition is authorized to bind any other member to any contract, instrument or other document or to act as agent for any other member. This MOU is not intended to create a joint venture, partnership, association, corporation, or other legal entity.

The Coalition shall be governed by a Steering Committee consistent with the Coalition’s mission. The Steering Committee is further described in paragraph 5. Below.

3. Coalition Membership

Coalition membership includes:

- A presence on the Coalition website, if created, including:
 - Opportunity to post information about upcoming events and fundraisers
 - Link to Coalition member’s profiles of adoptable cats and dogs
- When appropriate, the ability to apply to receive funding from the Coalition to carry out programming in alignment with the Coalition’s mission
- Access to the Steering Committee for the purpose of recommending new programs and projects, airing complaints and resolving disputes between Coalition members

- Opportunity to participate in fundraising activities and events for the purpose of generating revenue for Coalition programs

4. Obligations and Commitments of Coalition Members

In furtherance of the mission of the Coalition, Coalition members commit and agree as follows:

- Despite the current reality, Coalition members are working toward a goal that no cat or dog in the care, custody, or control of the Coalition member is euthanized other than when a veterinarian has determined that the animal has no chance of recovering an acceptable quality of life, or the animal's behavior doesn't allow him/her to be a candidate for rehabilitation.
- To ensure that no cat or dog in the care, custody, or control of the Coalition member is bred or used for breeding purposes.
- To respect, support and promote the activities of the Coalition members and programs.
- To make no public statements disparaging other Coalition members or the programs of the Coalition.
- To bring Coalition program complaints or disputes to the attention of the Steering Committee.
- To allow representatives of the Steering Committee responsible for the administration of the Coalition program access to adoption, spay/neuter, or other records when requested and as needed to verify activity for which an adoption subsidy or other request for grant funds is claimed.
 - All such information will remain confidential and will not be used or made available to other Coalition members or any other person for fundraising, mailing or any other unauthorized use.
 - Notwithstanding the confidentiality of these records, nothing shall prohibit other Coalition members from mailing, soliciting, or otherwise seeking to raise funds from individuals who — through other legitimate means — appear on the mailing lists or in the databases of multiple Coalition members.
 - Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law regarding access to government records.
- To allow representatives of the Steering Committee responsible for the administration of the Coalition program access during normal business hours in a manner that does not

disrupt operations to facilities housing cats and dogs. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law.

- To report all cat and dog intake and disposition data monthly via the Shelter Animals Count (SAC) website. This includes opting in to sharing data publicly and acceptance of invitations to participate in the SAFE Coalition tool in the SAC database.

5. Steering Committee

The Coalition will be governed by a Steering Committee. The Steering Committee will initially be comprised of one representative from each of the initial five Coalition members.

The Steering Committee will provide leadership in the following ways:

- Develop bylaws or other documents governing the operations of the Coalition and its Steering Committee, including:
 - Appointment and replacement of Steering Committee members;
 - Each member of the Steering Committee shall have one vote;
 - Voting member organizations may have up to two representatives in attendance at Steering Committee meetings, but one shall be designated as the voting member, and must be in attendance to vote.
 - Attendance requirements;
 - Term limits;
 - Creation of sub-committees
- Define the process for program prioritization, ensuring that all decisions are made in alignment with the broader mission of the Coalition. This includes creating a process for distribution of funds.
- Define the decision-making approach (a simple majority vote or some other form).
- Determine the best mechanism for raising, holding, and disbursing funds consistent with the Coalition's status as an unincorporated voluntary association.
- Seek Coalition funding.
- Disburse funds through grants that measurably align with the mission and vision of the Coalition.

- Develop a Coalition funding protocol for members of the Steering Committee.

6. Use and Ownership of Intellectual Property

Each Coalition member shall remain the sole owner of its intellectual property, including without limitation all trademarks, tradenames, copyrights, logos, trade secrets and other intellectual property and all physical manifestations thereof and associated therewith, and all customer and supplier lists, financial data, business plans, marketing plans, data and data bases and other proprietary information relating to the member's business, operations and practices. A Coalition member shall not be deemed to have acquired any interest in the same, other than the right to participate in the Coalition as provided for herein.

During the term of a member's participation in the Coalition, however, each Coalition member grants the Coalition a non-exclusive and royalty-free license to use such trademarks, tradenames, copyrights, logos provided by the member to the Coalition for use on the Coalition's website in furtherance of Coalition programs and as otherwise necessary to carry out the terms of this MOU.

7. Termination of Coalition and/or Coalition Membership

Coalition members may withdraw from the Coalition at any time upon written notice to the Steering Committee.

The Steering Committee, by majority vote of unaffected members, reserves the right to terminate a Coalition member's membership in the Coalition if, in its sole discretion, it determines that the Coalition member is not fulfilling its obligations as set forth in this MOU, or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission.

Upon withdrawal or termination of participation in the Coalition, the Steering Committee shall promptly, and in no event more than five business days following the effective date of termination, remove all information about the Coalition member from the Coalition website and cease to use the terminating member's intellectual and other property.

This MOU may be executed by means of electronic or handwritten signature. This MOU shall not be effective unless and until signed by authorized representatives of both the Coalition member and the Coalition.

Signatures submitted to the Coalition via facsimile shall be binding and may be relied upon by the Coalition to the same extent as an original.

By signing below, the members indicate they have read this MOU and intend to be bound by the commitments contained herein.

Coalition Member

Signature _____

Printed name _____

Date _____

Title _____

Must be director (or equivalent) of the organization.

Coalition Steering Committee Member

Signature _____

Printed name _____

Date _____

Title _____

Must be a member of the steering committee.