**Sample Coalition Agreement**

The NAME Coalition (“Coalition”) is an unincorporated association of animal welfare organizations in the X community. Coalition Member is a 501(c)(3) nonprofit organization or government animal shelter with a goal of ending the killing of healthy, adoptable animals in the X community. By entering into this Agreement, 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 NAME Coalition**

The mission of the NAME Coalition is to use collaborative public and private partnerships to end the killing of healthy and treatable cats and dogs in X community’s shelters and promote humane alternatives for community cats, ultimately attaining 100% safe placement of healthy and treatable pets.

**2. Legal Structure and Governance**

The NAME Coalition is a voluntary association of nonprofit organizations and government animal shelters working toward achieving the mission set forth in paragraph 2 above. It does not exist as, nor do the parties intend to form a separate legal entity by virtue of this Agreement. Each coalition member maintains its own independent status as a stand-alone 501(c)(3) organization. No member of the NAME Coalition is authorized to bind any other member entity to any contract or agreement or to act as agent for any other member. This Agreement is not intended to create a joint venture, partnership, association, corporation, or other legal entity.

The Coalition shall be governed by its Steering Committee, in the best interest of its members, goals and objective, in a manner consistent with the Coalition’s mission.

**3. Coalition Membership**

Coalition membership includes:

* Presence on NAME website, if created, including:
	+ Opportunity to post upcoming events and fundraisers.
	+ Link to Coalition Member’s adoptable animals.
* 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 NAME programs.

**4. Obligations and Commitments of Coalition Members**

In furtherance of the mission of the NAME Coalition, Coalition Member commits and agrees as follows:

* Despite the current reality, Coalition Members are working towards a goal that no animal in the care, custody, or control of the Coalition Member is euthanized other than for irremediable suffering caused by a terminal illness or un-rehabilitable aggression.
* To ensure that no animal 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 other NAME Coalition Members and the programs of the NAME Coalition.
* To make no public statements critical of other NAME Coalition Members or the programs of the NAME Coalition.
* To bring NAME 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 NAME program access to adoption and spay/neuter 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 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 NAME program access to facilities housing animals, including unannounced visits. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law
* To report all animal intake and disposition data monthly via the Shelter Animals Count website.

**5. Steering Committee**

The Coalition will be governed by a Steering Committee. Steering Committee will initially be comprised of representatives from between nine and eleven Coalition Members. Initial representatives of the Steering Committee shall be appointed by Xxxxxxxxx, with agreement of the Coalition Member.

. The Steering Committee will provide leadership in the following way:

* 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 members 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.
		- Xxxxxxxxx shall have permanent voting membership on the Steering Committee;
	+ Attendance requirements;
	+ Term limits;
	+ Creation of sub-committees
* Define the process for program prioritization, ensuring 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 (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 association.
* Seek Coalition funding.
* Disburse funds through grants that measurably align with the mission and vision of the Coalition.

**6. Lead Agency Role**

Lead Agency will play the following role in the Coalition:

* Provide ongoing strategic input on priority programing based on community metrics.
* Serve as a voting member of the Steering Committee.
* Oversee initial coalition building logistics to include the following:
	+ Creation, collection, and storage of Coalition agreements for general membership.
	+ Convening and oversight of the initial steering and sub-committee participation including initial appointment of Steering Committee members and creation of participation documents.
	+ Provide the initial draft of Coalition guidelines including but not limited to codes of conduct, media interaction policies, etc., for modification and approval of the Steering Committee.
	+ Setting of initial Coalition meetings, agendas, tracking of minutes, etc., until

the roles of the Steering Committee members are defined and accepted.

**7. Fund-raising**

With the approval of the Steering Committee, Coalition Members may conduct and engage in targeted fund-raising activities in an effort to support the activities of the NAME campaign, including the support of the incentives and grants for Coalition Members described in paragraph 3, above. Such funds shall be maintained by Coalition Member in a restricted fund and disbursed by Coalition Member only in support of the approved activities of the NAME campaign, as determined by the Steering Committee.

In the event Coalition Member terminates its participation in the Coalition prior to the expenditure of such restricted funds, Coalition Member shall promptly transfer such restricted funds to Xxxxxxxxx or another Coalition Member or account approved by the Steering Committee, which shall use such funds in support of Coalition Member activities and programs.

Any data collected as a result of such targeted fund-raising efforts (including donor or potential donor contact information) shall be the exclusive property of the Coalition Member, and any funds raised as a result of such targeted fund-raising efforts will be used in support of the NAME campaign—including the efforts of the NAME Coalition.

Any funds raised by Coalition Members on behalf of the Coalition will be disclosed to all Coalition members and funds distributed in the manner determined by the Steering Committee.

Coalition Members may also continue to engage in other fund-raising that is not specifically aimed at supporting the activities of the NAME campaign or Coalition.

**8. Use and Ownership of Intellectual Property**

Each Coalition Member shall remain the sole owner of its trademarks and all physical and intellectual property associated therewith, and all content, trademarks, brands, logos, symbols and other data associated with the same. Coalition Member shall not be deemed to have acquired any interest in the same, other than the right to participate in the NAME Coalition as provided for herein.

However, during the effective period of this Agreement, Coalition Member grants the Coalition a non-exclusive license to use such trademarks, brands, logos, and symbols on the NAME website in furtherance of the NAME programs and as otherwise necessary to carry out the terms of this Agreement.

**9. Termination of Coalition and/or Coalition Membership**

Coalition Member may withdraw from the NAME Coalition at any time.

The Steering Committee reserves the right to terminate Coalition Member’s membership in the NAME Coalition if, in its sole discretion, it determines that Coalition Member is not fulfilling its obligations as set forth in this Agreement, or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition’s mission.

Upon termination of participation in the NAME Coalition, the Steering Committee shall remove Coalition Member from the NAME Website and take such other steps as are necessary to effectuate the termination within a reasonable time after providing or receiving notice of termination.

This Agreement may be executed by means of electronic or handwritten signature. This Agreement shall not be effective unless and until signed by authorized representatives of both Coalition Member and 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 parties indicate they have read this Agreement and intend to be bound by the commitments contained herein.

**Coalition Member**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(must be an officer of the organization)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Coalition Steering Committee Member**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(must be a member of the Steering Committee)

**Organization Contact Information**

**Public list:** Information that may be given out to the public

Organization name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Private list:** Additional names, telephone numbers, email addresses that may be shared internally with other group members and shelters but not given to public. We will be compiling our email networking list using both public and private information.

Do you have a shelter or kennel facility? Yes\_\_\_ No\_\_\_

If Yes:

Street address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hours of operation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you use a foster network? Yes\_\_\_ No\_\_\_\_

If Yes:

Contact information for adoption inquiries:

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you have a regular mobile adoption location? Yes\_\_\_ No\_\_\_\_

If Yes:

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you do not have a kennel or shelter facility, foster network or mobile adoption location, please

describe how you facilitate housing and/or adopting animals:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CONTACT INFORMATION: Persons responsible for admission/transport of animals

DOG COORDINATOR: ADMISSION PERSON

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CAT COORDINATOR: ADMISSION PERSON

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_