

ORPHAN KITTEN CLUB PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made effective as of **05/01/2025**, by and between Orphan Kitten Club ("OKC"), a 501(c)(3) nonprofit organization, and **Williamson County Regional Animal Shelter, acting by and through Williamson County, Texas** ("Shelter/Rescue Partner"), a 501(c)(3) nonprofit organization.

This Agreement outlines the terms and conditions of the partnership between OKC and Shelter/Rescue Partner, as well as the procedures and guidelines for ending the partnership, should the need arise.

1. PARTNERSHIP EXPECTATIONS

The primary purpose of this partnership is to support and enhance programs that serve the pre-adoption population, specifically kittens aged 0-8 weeks. While limited resources may be used to support kittens up to 12 weeks, all funded programs must demonstrably prioritize the pre-adoption phase of care.

The Shelter/Rescue Partner acknowledges that participation in this partnership does not constitute an entitlement to funding and that OKC, at its sole discretion, may approve or deny any grant request based on available funds, compliance history, and alignment with OKC's mission.

1.1 Responsibilities of Orphan Kitten Club (OKC)

OKC may, at its sole discretion, provide the opportunity for grants, resources, and support to eligible Shelter/Rescue Partners who meet OKC's funding criteria. Grant approval is not guaranteed and is subject to availability of funds, compliance history, and alignment with OKC's mission and priorities. Additionally, OKC will:

1. Maintain ongoing guidance and communication to ensure compliance with program objectives.
2. Conduct periodic assessments to evaluate the effectiveness of the partnership and the impact of any awarded funding.

1.2 Responsibilities of Shelter/Rescue Partner

The Shelter/Rescue Partner shall be responsible for the following obligations, the breach of which may constitute a default under this Agreement:

1. **Use of Funds** – The Shelter/Rescue Partner shall restrict all funds, resources, and support received from OKC exclusively to the purposes specified in the grant agreement. Under no circumstances shall funds be diverted, co-mingled, or used for unauthorized expenditures. The Shelter/Rescue Partner shall maintain complete, accurate, and detailed financial records of all OKC-provided funding. These records shall be made available to OKC upon request, without undue delay.
2. **Non-Duplication of Funds** – The Shelter/Rescue Partner shall not solicit or accept duplicate funding for the same expenses covered by an OKC grant without prior disclosure and written approval. Any pre-existing or concurrent fundraising efforts must be disclosed in the grant application, and any pre-raised funds must be deducted from the requested amount.

3. Regular Updates– The Shelter/Rescue Partner shall provide complete, accurate, and timely reports regarding the welfare of the animals, project outcomes, use of funds, and organizational changes as required under this Agreement and any associated grant terms. Reports shall:
 - a. Be submitted by the deadlines prescribed in the OKC grant agreement.
 - b. Contain true, complete, and verifiable information, supported by appropriate financial documentation and original, high-quality images/videos that meet OKC’s reporting standards.
 - c. Be for the exclusive use of OKC and the Shelter/Rescue Partner. The Shelter/Rescue Partner shall not provide the same images, videos, or content to any other grantor, funder, or external organization for separate funding, reporting, or promotional purposes.
 - d. Upon request, include supplementary documentation or clarifications within ten (10) business days. Extensions of up to thirty (30) days may be granted at OKC’s sole discretion.
4. Compliance with Laws – The Shelter/Rescue Partner shall comply with all applicable federal, state, and local laws governing nonprofit operations, financial reporting, and animal welfare.
5. Use of OKC Name and Branding – The Shelter/Rescue Partner shall not use OKC’s name, logo, trademarks, or branding in any external communications, fundraising materials, or marketing campaigns without prior express written consent from OKC.
6. Maintain Updated Contact Information – The Shelter/Rescue Partner is responsible for ensuring that OKC has current and accurate contact information for its designated representative(s). If there is a change in leadership or staff turnover affecting the primary point of contact, the Shelter/Rescue Partner must notify OKC in writing within ten (10) business days of such change. Failure to maintain updated contact information shall not be considered a valid excuse for missed communications, reporting deadlines, or compliance failures.
7. Inability to Use Funds – If, at any time, the Shelter/Rescue Partner determines that it cannot use OKC-provided funds as originally agreed upon, whether due to unexpected changes such as lease terminations, program alterations, or other operational disruptions, the Shelter/Rescue Partner must notify OKC immediately in writing. The parties shall then work in good faith to:
 - a. Identify an alternative approved use of the funds that aligns with OKC’s mission, or
 - b. Establish a repayment plan for full or partial return of the disbursed funds.

2. PARTNERSHIP COMPLIANCE, REPORTING AND ENFORCEMENT

To ensure transparency, accountability, and the proper use of OKC-provided resources, the Shelter/Rescue Partner must adhere to all compliance, reporting, and audit requirements outlined in this Agreement. OKC reserves the right to monitor and evaluate the Shelter/Rescue Partner’s adherence to funding guidelines, reporting obligations, and program effectiveness. Failure to comply with these requirements may result in the suspension or termination of partnership status, revocation of grant funding, and/or legal action.

2.1 Annual Compliance Audit

The Shelter/Rescue Partner shall be responsible for the following compliance obligations to verify proper fund usage and adherence to OKC's grant terms:

1. Audit Authority – Permit OKC to conduct scheduled or unscheduled compliance audits of financial records, programmatic outcomes, and operational effectiveness at any time.
2. Timely Response – Provide all requested documentation within thirty (30) days of receiving an audit notice. If additional information is required, OKC may allow an extension of up to fifteen (15) days, solely at its discretion.
3. Consequences of Non-Cooperation – Failure to comply with an audit request, refusal to provide documentation, or concealment of records constitutes a material breach and may result in, but is not limited to:
 - a. Suspend or Terminate Partnership
 - b. Revoke Grant Funding
 - c. Require Repayment of Funds
 - d. Legal Action
 - e. Referral to Regulatory Authorities
 - f. Disclosure of Non-Compliance

2.2 Reporting Requirements

The Shelter/Rescue Partner shall provide timely, complete, and accurate reports to OKC to maintain funding eligibility and ensure compliance. Reports shall:

1. Submission & Deadlines – Be submitted through Foundant (or another designated system) by the deadlines specified in the grant agreement.
2. Content & Accuracy – Include true, verifiable, and complete information regarding program outcomes, fund usage, and organizational updates. Reports must be supported by:
 - a. Appropriate financial documentation detailing fund expenditures.
 - b. Original, high-quality images/videos that meet OKC's content standards. These images should be crisp and well-lit. They should never be blurry, pixelated or dark. Low resolution images and screenshots are not accepted.
3. Exclusive Use of Reporting Content – All images, videos, and other submitted materials shall be for the exclusive use of OKC and the Shelter/Rescue Partner and shall not be shared with other funders, grantors, or external organizations for reporting or promotional purposes without OKCs prior approval.
4. Clarifications & Extensions – Upon request, the Shelter/Rescue Partner must provide additional documentation or clarifications within ten (10) business days. OKC may grant an extension of up to thirty (30) days at its sole discretion.

2.3 Consequences of Non-Compliance

Failure to comply with any of the above compliance, audit, or reporting requirements constitutes a material breach and may result in any or all of the following, at OKC's sole discretion:

1. Suspension or Termination of Partnership – OKC may immediately revoke the Shelter/Rescue Partner's partnership status, rendering them ineligible for future grants, resources, and support.
2. Revocation of Grant Funding – OKC may freeze or rescind any remaining grant funds and withhold future disbursements.
3. Repayment of Funds – OKC may demand full or partial repayment of previously awarded funds. The Shelter/Rescue Partner shall remit payment within thirty (30) days of receiving written notice. Failure to do so may result in legal action.
4. Legal Action – OKC reserves the right to pursue injunctive relief, monetary damages, and other legal remedies for breaches, including but not limited to:
 - a. Misrepresentation or fraudulent reporting.
 - b. Unauthorized use or diversion of funds.
 - c. Failure to return funds when required.
5. Referral to Regulatory Authorities – If OKC identifies potential fraud, financial misconduct, or legal violations, it may report the Shelter/Rescue Partner to law enforcement agencies, the IRS, state attorneys general, or other regulatory bodies.
6. Public Disclosure of Non-Compliance – OKC may notify third-party funders, donors, or nonprofit industry organizations of the Shelter/Rescue Partner's failure to comply with this Agreement, which may impact their ability to receive funding from other sources.

The Shelter/Rescue Partner expressly waives any claims, defenses, or causes of action against OKC arising from the enforcement of these provisions, including OKC's right to terminate, revoke funding, demand repayment, or pursue legal recourse.

3. PARTNERSHIP DISCONTINUATION GUIDELINES

While OKC is committed to fostering long-term, mutually beneficial partnerships, circumstances may arise where discontinuation of the partnership becomes necessary. Partnership termination may be initiated by OKC due to non-compliance, misconduct, or other material breaches of this Agreement, or by the Shelter/Rescue Partner should they choose to end their participation.

In all cases, OKC retains sole discretion in determining the terms of termination, the status of any remaining grant funds, and any required compliance actions following discontinuation.

3.1 Statement of Transparency

OKC is committed to transparent communication regarding partnership discontinuation and will:

1. Provide formal written notice to the Shelter/Rescue Partner regarding any termination or probationary status.
2. Offer reasonable opportunities for remediation, when appropriate and at OKC's sole discretion, to allow the Shelter/Rescue Partner to address deficiencies.
3. Ensure that any termination decision is based on documented non-compliance, misconduct, financial mismanagement, or mission misalignment.

OKC reserves the right to terminate the partnership immediately and without remediation opportunities in cases of fraud, legal violations, willful misrepresentation, or other serious breaches of trust.

3.2 Grounds for Termination of Partnership

OKC may terminate the partnership at its sole discretion if the Shelter/Rescue Partner engages in any of the following:

1. Non-Compliance with Agreement – Failure to meet any reporting, audit, financial, or operational obligations outlined in this Agreement.
2. Mismanagement of Funds – Any misuse, unauthorized allocation, or failure to properly account for OKC-provided funding.
3. Failure to Disclose Material Information – Withholding or misrepresenting key details regarding financial status, leadership changes, or program capacity.
4. Repeated or Egregious Underperformance – Failure to meet agreed-upon programmatic goals or effectively utilize OKC resources.
5. Lack of Transparency or Cooperation – Persistent failure to respond to OKC communications, refusal to provide requested records, or obstruction of compliance reviews.
6. Conflict of Interest or Ethical Violations – Engagement in activities that compromise the integrity of the partnership, including self-dealing, improper financial transactions, or organizational misconduct.
7. Legal or Regulatory Non-Compliance – Any violation of federal, state, or local laws that govern nonprofit operations, animal welfare, or financial management.
8. Reputational Risk to OKC – Any action or association that, in OKC's judgment, may damage its credibility, mission, or ability to fundraise.
9. Significant Organizational Changes – Major shifts in leadership, mission, or operational capacity that impact the effectiveness of the partnership.
10. OKC's Strategic Discretion – OKC retains the right to modify funding priorities or discontinue partnerships as part of its evolving grant-making strategy.

3.3 Termination Procedure

In the event of partnership termination, the following process shall apply:

1. Written Notice – The Shelter/Rescue Partner will receive formal email notification from OKC, sent to the primary contact listed in Foundant.
2. Final Financial Review – OKC reserves the right to conduct a final compliance review, requiring the Shelter/Rescue Partner to submit outstanding reports, financial reconciliations, and documentation of fund expenditures.

3. Return of Unspent Funds – Any unspent OKC-provided grant funds must be returned unless OKC expressly approves an alternative use.
4. Deactivation of Partner Status – The Shelter/Rescue Partner’s profile will be removed from OKC’s partner list, and they may no longer represent themselves as an OKC-affiliated organization in fundraising, marketing, or public communications.
5. Ongoing Compliance Obligations – Even after termination, the Shelter/Rescue Partner may be required to:
 - a. Submit outstanding grant reports to verify appropriate use of funds.
 - b. Respond to financial audits or legal inquiries related to past funding.
 - c. Cease all use of OKC’s intellectual property, branding, or promotional materials.
6. Immediate Termination for Cause – In cases of fraud, legal violations, or serious breaches, OKC may terminate the partnership immediately, without prior notice or remediation opportunities.

3.4 Repayment of Funds

If the Shelter/Rescue Partner is found to be in material non-compliance with this Agreement—including but not limited to misuse of funds, failure to meet reporting requirements, or submission of false or misleading information—OKC reserves the right to demand repayment of all or a portion of disbursed funds. The Shelter/Rescue Partner shall be responsible for all costs, expenses, and reasonable attorneys’ fees incurred by OKC in enforcing its rights under this Agreement, including but not limited to actions seeking repayment. The process includes the following:

1. OKC will issue a formal written demand specifying the amount due and the reason for repayment. The Shelter/Rescue Partner shall remit full payment within thirty (30) days of receiving the notice.
2. Failure to Repay – If repayment is not made within the specified timeframe, OKC may:
 - a. Pursue legal action to recover funds.
 - b. Report the non-payment to regulatory agencies, third-party funders, or other grant-making institutions.
 - c. Initiate collection proceedings, including asset liens or garnishment if applicable under law.
3. Non-Waiver of Enforcement – OKC’s decision not to immediately enforce repayment in one instance shall not constitute a waiver of its rights to enforce repayment in future cases of non-compliance.

4. ACKNOWLEDGEMENT, LIABILITY, AND INDEMNIFICATION

By entering into this Agreement, the Shelter/Rescue Partner acknowledges that participation in OKC’s partnership program is contingent upon full compliance with the terms set forth herein. This section establishes the legal framework governing liability, indemnification, and the Shelter/Rescue Partner’s ongoing obligations.

Failure to adhere to these provisions may result in legal enforcement, financial recovery measures, and other remedies as determined by OKC.

4.1 Acknowledgement of Responsibilities

By signing this Agreement, the Shelter/Rescue Partner expressly acknowledges and agrees that:

1. Compliance with all financial, reporting, and operational obligations outlined in this Agreement is a condition of continued partnership eligibility.
2. OKC retains sole discretion in determining grant approval, funding allocation, and enforcement of partnership terms.
3. Any misrepresentation, fraud, or failure to comply with this Agreement may result in immediate termination and legal consequences.
4. This Agreement does not create any employment, joint venture, or agency relationship between OKC and the Shelter/Rescue Partner. The Shelter/Rescue Partner acts as an independent entity and shall not hold itself out as an agent or representative of OKC.
5. The individual signing this Agreement on behalf of the Shelter/Rescue Partner represents and warrants that they have full legal authority to bind the organization to these terms and conditions.

4.2 Indemnification and Hold Harmless

To the extent authorized by Texas law, the Shelter/Rescue Partner shall defend, indemnify, and hold harmless OKC, its directors, officers, employees, agents, and affiliates from any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or related to the Shelter/Rescue Partner's performance or non-performance under this Agreement, including but not limited to breach of obligations, misuse of funds, non-compliance with laws, or third-party claims. OKC shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from:

1. The Shelter/Rescue Partner's failure to properly manage or report the use of OKC-provided funds.
2. Any operational or financial disruptions experienced by the Shelter/Rescue Partner.
3. OKC's decisions regarding funding approval, suspension, or termination.

The Shelter/Rescue Partner waives any claims against OKC related to funding determinations, partnership discontinuation, or enforcement actions. This provision shall survive termination of this Agreement.

4.3 Survival of Obligations

by their nature, are intended to survive. The following sections shall remain in full force and effect beyond the termination of the partnership:

1. Section 3.4
2. Section 4.2
3. Section 4.3

Additionally, any other provisions of this Agreement that by their terms, purpose, or context should reasonably be expected to survive termination shall continue to be enforceable, including but not limited to those related to compliance, financial accountability, confidentiality, and reporting obligations.

5. CONTACT INFORMATION

For any questions or concerns related to this Agreement or partnership, please contact:

Orphan Kitten Club

Email: mightycat@orphankittenclub.org

Phone: 422-222-0099

6. SIGNATURE

By signing below, the Shelter/Rescue Partner acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement.

Shelter/Rescue Partner Representative

Shelter/Rescue Partner Organization Name: *Williamson County Regional Animal Shelter, acting by and through Williamson County Texas*

Shelter/Rescue Partner Representative Signature: _____

Printed Name: _____

Title: _____

Email: _____

Phone Number: _____

Date: _____