

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.9
(ID # 29300)

MEETING DATE:

Tuesday, December 09, 2025

FROM : ANIMAL SERVICES

SUBJECT: ANIMAL SERVICES: Accept the Grant Awards from Best Friends Animal Society in the Amount of \$24,999 for the Riverside County Board for Life Program and the Humane World for Animals, Inc. in the Amount of \$500 for FY25/26 for expenses related to adoption services; Ratify and Approve the Grant Agreements; All Districts [\$24,999 - 100% Grant Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Grant Award in the amount of \$24,999 from Best Friends Animal Society for the Riverside County Board for Life Program to support an effort to help save lives in its commitment to become a No-Kill Community, and the Grant Award administered by Humane World for Animals, Inc. in the amount of \$500 made to or in favor of the Riverside County Department of Animal Services or any of its facilities and/or programs;
2. Ratify and approve the Grant Agreement with Best Friends Animal Society in the amount of \$24,999, and the Grant Agreement with Humane World for Animals in the amount of \$500 (Grant Agreements);
3. Authorize the Director of Animal Services, or designee, to execute any and all necessary documents to complete the authorization to accept the grant funds;
4. Authorize the Director of Animal Services to execute the Grant Agreements on behalf of the County of Riverside; and,
5. Authorize the Director of Animal Services to take all steps necessary to implement and administer the Grant Agreements.

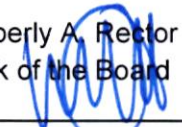
ACTION:Policy


Kim Youngberg 11/13/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: December 9, 2025
xc: Animal Services

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$24,999	\$0	\$24,999	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Funded by Best Friends Animal Society and Humane World for Animals			Budget Adjustment: No	
			For Fiscal Year: 25/26 - 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Best Friends Animal Society (BFAS) is a 501(c)(3) nonprofit organization. BFAS is committing \$24,999 for the Riverside County Board for Life Program to assist Riverside County Department of Animal Services (RCDAS) in their new pre-transport boarding program with a local dog kennel business over a 12-month period from September 1, 2025 to September 1, 2026. One payment for the total amount of \$24,999 will be issued within thirty (30) days upon receipt of the executed grant agreement.

On May 20, 2025, the Board of Supervisors adopted Resolution No. 2025-133 committing the County of Riverside to become a No-Kill community through Minute Order 3.71 (ID #27983). To be considered no-kill, a shelter must reach an overall 90% save rate. With the help of the grant issued by BFAS, RCDAS will be launching a new pre-transport boarding program with a local dog kennel business for dogs who are scheduled for transport and are without a foster home to free up much-needed shelter space.

Program goals:

- To market the new program
- Impact at least 100 dogs through this new program
- Create a public funding option for the community to participate in the sustainability and growth of the new program

In line with our mission of working together to improve Riverside County for people and animals, RCDAS is expanding community outreach programs throughout the County of Riverside, focusing on pet adoptions, vaccinations, and spay and neutering. The \$500 grant agreement from Human World for Animals, Inc. (Humane World) will support RCDAS's new DIBS for Dogs program where visitors can place "DIBS" on dogs during their stray hold period, ensuring that if their family hasn't reclaimed them during their hold, the dog can be adopted and taken home immediately after the hold period ends.

Impact on Residents and Businesses

These Grant Agreements will have a positive impact on both residents and animals throughout Riverside County. The actions taken by BFAS, Humane World, and RCDAS will, over time, reduce dog overpopulation at the shelters.

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STATE OF CALIFORNIA

Additional Fiscal Information

Because these are donations, no County costs will be incurred, and no budget adjustments are required at this time.

Attachment

- BFAS Grant Agreement
- Humane World Grant Agreement


Douglas Cordonez Jr. 12/1/2025


Aaron Gettis, Chief of Deputy County Counsel 11/18/2025

BEST FRIENDS ANIMAL SOCIETY GRANT AGREEMENT

BACKGROUND

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 organizations and agencies by providing funding for specific grants and/or needs in its commitment to No Kill 2025.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter which has submitted a grant request to Best Friends requesting to be awarded a grant pursuant to the below terms (the “Grant”). The Grant funds shall be disbursed upon receipt of the signed agreement and copy of the Recipient’s IRS FORM W-9.

This grant agreement (“Agreement”) will govern the terms of the Grant. Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.” The Parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both Parties (the “Effective Date”).

AGREEMENT

Grant Agreement Reference:

Recipient Business Name: Riverside County Department of Animal Services
Recipient Contact Name: Mary Martin
EIN: 95-6000930
Grant Name: Riverside County Board For Life
Amount: \$24,999
Best Friends’ Representative: Michelle Dossou

Section 1. Use of Grant Fund.

Riverside County Department of Animal Services is launching their new pre-transport boarding program, "Board For Life" with a local dog kennel business.

Dogs who are scheduled for transport who are without a foster home will be boarded, freeing up much-needed shelter kennel space.

Riverside County Department of Animal Services will:

- Market this new program
- Have a goal of impacting at least 100 dogs with this funding through this new program
- Create a public funding option for their community to participate in the sustainability and growth of the new program
- Submit monthly reporting to SPDA

The “Term” of this Agreement, unless terminated pursuant to the language below will be from 9/1/2025 through 9/1/2026.

Grants will be provided in a one-time installment with Best Friends' obligation to disburse initial funds conditional upon receipt of Recipient's completed IRS Form W-9.

Grant Installments are set below:

Installment Number	Payment Date	Payment Amount
Payment #1	Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9.	\$24,999.00

Section 2. Recipient Requirements

- A. Recipient agrees to provide final grant report using forms provided by Best Friends that outline the use of the Grant funds. These grant reports must include impact reporting on programs agreed upon to help gauge success and inform further needed adjustments and any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- B. With the final grant report, Recipient will provide any relevant success stories of animals helped through the program, or descriptions of how the Grant has impacted the target community.
- C. Recipient is registered or will become registered with SHELTER PET DATA ALLIANCE (SPDA) website and submit MONTHLY DATA REPORTING INTO SPDA through the term of this Agreement.
- D. Recipient is a member or will become a member of the Best Friends Network and will maintain such membership through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Grant and the Project. Both Parties may issue reports or statements to its members, the media, and the public about the Grant and the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends 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 Grant and the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets.

Section 4. Photo, Video, Digital and Audio Release

Recipient grants to Best Friends permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants 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 this Agreement.

Recipient further agrees not to make any claim against Best Friends 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 Best Friends 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.

Section 5. Non-Disparagement

During the Term of this Agreement and for one (1) year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Standard Terms

Section 6. Grant Recipient Representations and Warranties

Recipient represents and warrants as follows during the Term of this Agreement:

- A. Recipient is a qualified 501(c)(3) entity or government organization.
- B. 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.
- C. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 7. Grant Restrictions

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant 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. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:

- (i) By its actions or statements, Best Friends materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) Best Friends files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms Best Friends as determined by Best Friends in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends, has no obligation to pay Recipient any grant payment not yet due at the time of the notice of such termination.

Section 9. Intellectual Property License

For the Term of this Agreement, Recipient grants Best Friends a non-exclusive, royalty free license to use Agency's name and/or logo to promote Agency's lifesaving activities associated with the Grant and the Project. Other than the foregoing, neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 10. Release

To the full extent permitted by law, the Recipient, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Grant and the Project. The Recipient agrees Best Friends and its directors, officers, employees, representatives, agents, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Grant and the Project. The Recipient releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Grant and the Project. The Recipient understands this Agreement discharges Releasees from any liability to the Recipients 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 the Recipient's work, participation and activities related to this Grant and the Project.

Section 11. Indemnity Agreement

To the full extent permitted by law, the Recipient and their 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 Grant and the Project 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.

Section 12. Proprietary Information

Recipient acknowledges and agree that the following constitute "Proprietary Information": any secret or proprietary information relating direction 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 they will not use, supply or disclose any Proprietary Information it happens to learn of to any third party.

Section 13. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 14. 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 are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non-Disparagement clause survives for one (1) year following the termination of this Agreement.

Section 15. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees 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.

[The remainder of this page is left intentionally blank. The signature page follows.]

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.

Riverside County Department of Animal Services

Signed by:
Signature: *Mary Martin*
F7B05FD5B93E45F...

Printed Name: Mary Martin

Title: Director

Date Signed: September 15, 2025 | 9:44 AM MDT

Best Friends Animal Society

Signed by:
Signature: *Michelle Dosson*
95B95E7F13054B9...

Printed Name: Michelle Dosson

Title: Director, Pacific Region

Date Signed: September 15, 2025 | 9:46 AM MDT

FORM APPROVED COUNTY COUNSEL
BY: *Lisa Sanchez*
USA SANCHEZ
DATE: *11/05/2025*

GRANT AGREEMENT

THIS GRANT AGREEMENT (this “**Agreement**”), effective as of the last date of signature below (the “**Effective Date**”), is made by and between HUMANE WORLD FOR ANIMALS, INC., a not-for-profit corporation established under the laws of State of Delaware, with its headquarters at 1255 23rd Street NW, Suite 450, Washington DC 20037, UNITED STATES OF AMERICA (“**Humane World**”), and RIVERSIDE COUNTY ANIMAL SERVICES, a government entity formed and existing under the laws of California, whose address is 6851 Van Buren Blvd, Jurupa Valley, CA 92509, UNITED STATES OF AMERICA (“**Grantee**,” and with Humane World, collectively the “**Parties**,” and each individually a “**Party**”).

I. **Grant Award.** Humane World hereby awards Grantee a grant in the amount of five hundred US dollars (\$500 USD) (the “**Grant**”) to be used exclusively for the purposes described below (the “**Project**”), for a 12-month period commencing on the Effective Date (the “**Support Period**”).

The rights and obligations of the Parties are subject to the additional terms and conditions set forth in Annex I.

This Grant will support the Grantee’s shelters as they face an unprecedented shelter crisis. They just launched a new program DIBS for Dogs program. Visitors can now place “DIBS” on dogs that are still on their legally required stray hold period, ensuring that when the hold ends, if their family hasn’t reclaimed them, the dog goes home with an adopter the very same day. This Grant will help with this new program and provide additional services to people and their pets within the Riverside community.

Humane World shall disburse the Grant in full in one lump sum within thirty (30) days of the Effective Date of this Agreement.

Humane World shall not be liable for any fees or charges imposed by the receiving bank, which shall be borne by Grantee, including, but not limited to, any return fees or other bank charges resulting from the bank account information specified by Grantee being incorrect or incomplete or Grantee’s failure to promptly notify Humane World of a change in bank account.

II. **Reporting & Recordkeeping.** Grantee shall provide Humane World with one final written report detailing the activities supported by the Grant (“**Grant Reports**”).

A Grant Report shall be submitted within thirty (30) calendar days of the end of the Support Period or earlier termination of this Agreement or cancellation of the Grant.

The Grant Reports shall be in substantially the format set out Annex II hereto and be in form and substance satisfactory to Humane World.

Grantee shall maintain records of all expenditures relating to the Grant and the performance of this Agreement for a period of five (5) years from the termination date of this Agreement. Humane World may, at its own expense, monitor, examine, or audit Grantee's records related to the Grant and the activities supported therewith.

III. **Notices.** All notices and other communications required to be given pursuant to this Agreement must be delivered either (a) personally, (b) by confirmed electronic mail, or (c) by a recognized overnight courier service, in each case to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this section:

If to Humane World: Jennifer Berg, 1255 23rd Street, NW, Suite 450,
Washington, DC 20037, jberg@humaneworld.org

If to Grantee: RIVERSIDE COUNTY ANIMAL SERVICES, 6851 Van
Buren Blvd, Jurupa Valley, CA 92509

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the respective dates specified below.

**HUMANE WORLD FOR ANIMALS,
INC.**

Anne Sterling

Anne Sterling
Vice President, State Affairs
Date: October 6, 2025

GRANTEE

Mary Martin

Name: MARY MARTIN

Title: DIRECTOR

Date: 11/10/25

FORM APPROVED COUNTY COUNSEL

BY: *Lisa Sanchez* 11/10/2025
LISA SANCHEZ DATE

ANNEX I

ADDITIONAL TERMS AND CONDITIONS

1. Use of Grant Funds. The Grant, including any interest earned thereon, shall be used only for the Project, and Grantee agrees to so designate the funds in Grantee's records. Grantee agrees, and represents and warrants to Humane World, that:

a. Grantee is duly organized as a legal entity in the jurisdiction referenced in the preamble of this Agreement and is presently in good standing in its jurisdiction of organization.

b. Grantee shall not engage in any activity using the Grant that could jeopardize Humane World's status as a public charity qualified to receive tax-deductible contributions under sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code of the United States (the "**Code**"). Grantee shall use the Grant exclusively for purposes and activities that are charitable, educational, or scientific (within the meaning set forth in Section 501(c)(3) of the Code).

c. Without limiting the generality of subsection (b) above, no portion of the Grant shall be used, directly or indirectly, to (i) participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office or any political party; (ii) lobby or otherwise influence (in support of or in opposition to) legislation at any level of government, whether through efforts to influence legislators or any official in a public function themselves or through efforts to influence the views of Grantee's members or the general public on legislative matters, within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act (the "**LDA**").

d. Grantee is not established, financed, maintained, or controlled by a "covered official" under the LDA.

e. Grantee shall be solely responsible for (i) securing any governmental approvals that may be necessary for the Grant and making any necessary government filings; and (ii) any tax liability arising from its receipt of the Grant.

2. Compliance with Applicable Laws.

a. Grantee shall comply with all applicable laws and regulations in any country in which Grantee undertakes activities in connection with the Grant.

b. Grantee represents and warrants that it is, and covenants that during the Support Period it shall continue to be, in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, or groups subject to Office of Foreign Asset Control ("**OFAC**") sanctions, or, if Grantee is not a U.S. person, that it does not, and will not during the Support Period, deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known or reasonably knowable to Grantee to support terrorism or to have violated OFAC sanctions or any similar publicly-disclosed terrorist or terrorism-related sanctions of other nations.

c. Grantee shall comply and shall ensure that each of its personnel and subcontractors complies with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and all comparable local anti-corruption laws in connection with this Agreement.

d. Upon a change in Grantee's tax status or Grantee's reasonable expectation thereof, Grantee shall promptly, but in no event more than fifteen (15) days following, notify Humane World thereof.

3. Control of Grant Funds. Grantee acknowledges and represents that it is accepting the Grant for its own account and not as an agent for any other organization or person, and will exercise supervision and oversight over the use of all Grant funds to ensure that the terms of this Agreement are met. This Agreement does not prohibit Grantee from distributing all or a portion of the proceeds of the Grant to another organization, provided that (a) any such distribution is made exclusively in furtherance of the Project, and (b) such transfer shall not relieve Grantee of any obligation under this Agreement. Grantee agrees that, if it engages subcontractors or uses subgrantees to help carry out the Project, it shall use its best efforts to ensure that such subcontractors and subgrantees are bound by this Agreement.

4. No Reliance on Future Funding. Grantee acknowledges that neither Humane World nor any of its representatives have made any actual or implied promise of funding beyond the amounts specified in this Agreement.

5. Reversion of Funds. Any portion of Grant that (i) has not expended at the end of the Support Period (or if this Agreement is earlier terminated or the Grant is cancelled, upon such termination or cancellation) or (ii) was sent in error must be returned by Grantee to Humane World within forty-five (45) days of the end of the Support Period (or the date of any earlier termination/cancellation, as applicable).

Grantee shall immediately provide Humane World with written notification in the event of any (a) inability to expend the Grant, or any portion thereof, for the Project or (b) expenditure made from Grant funds for any purpose other than for the Project.

6. Publicity. Humane World may publicly refer to Grantee orally and in writing (including without limitation on Humane World's website, social media pages, and other publications) as a grantee of Humane World and may use Grantee's logo for such purposes. Grantee agrees to reasonably cooperate with Humane World's efforts to highlight the projects it funds (including, without limitation) in Humane World's publications and publicity materials and on Humane World's website and social media pages). Grantee shall not be entitled to use the name, logo or other identifying mark of Humane World or any of its affiliates without Humane World's prior written consent to each such usage.

7. Indemnification. Grantee shall indemnify, defend, and hold harmless Humane World, its affiliates, and each of their respective officers, directors, employees, agents, affiliates and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments (including, without limitation, reasonable attorneys' fees and costs) arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement.

8. Relationship of the Parties. Humane World and Grantee are independent parties. This Agreement shall not create any partnership or joint venture between Humane World and Grantee, nor any relationship of principal and agent, or employer and employee, nor authorize any Party to make or enter into any commitments for or on behalf of the other Party or to represent the other Party in any capacity.

9. Termination, Postponement and Cancellation. Humane World may, in its sole discretion, terminate this Agreement and/or postpone or cancel any or all Grant payments: (a) if Grantee fails to complete and/or make satisfactory progress toward the Project or submit timely Grant Reports; (b) if Grantee's grant request, disbursement request or any required Grant Report is inaccurate in any material respect; (c) if Grantee substantially fails to perform any of its duties required by the terms of this Agreement; (d) if Grantee has a substantial unexpended balance of Grant funds on hand; (e) if Grantee uses Grant funds for any purposes other than those specified in this Agreement; (f) to protect the purposes and objectives of the Grant or any other charitable interest of Humane World; (g) to comply with the requirements of any law or regulation applicable to Grantee, Humane World or the Grant; or (h) upon 30 days' prior written notice to Grantee.

10. Assignment. Grantee may not assign this Agreement, in whole or in part, without Humane World's prior written consent.

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third-party beneficiary or otherwise.

12. Entire Agreement; Severability; Amendment; Waiver. This Agreement is the entire agreement between the Parties and supersedes any prior oral or written agreements or communications between the

Parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may be amended only by a mutual written agreement of the Parties. A waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

13. Governing Law; Dispute Resolution.

a. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America, without regard to its conflict of laws doctrines. The Parties consent to the exclusive jurisdiction of the state and federal courts for the District of Columbia.

b. The Parties shall make every effort to resolve any disagreement, dispute, controversy or claim arising between them under or in connection with this Agreement or the breach, termination or invalidity thereof amicably by direct informal negotiation. The Party asserting the existence of a disagreement, dispute, controversy or claim shall, promptly upon becoming aware of the same, notify the other party in writing (such writing being referred to herein as the "**Notice of Dispute**") specifying the nature of the such disagreement, dispute, controversy or claim, and shall also provide such other information about the such disagreement, dispute, controversy or claim as the other Party may reasonably require.

c. If, forty-five (45) days after the date the Notice of Dispute has been given, the Parties have been unable to amicably resolve the dispute, disagreement, controversy or claim, either Party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as in effect on the date of this Agreement.

d. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the Parties. If, sixty (60) days after the date of the Notice of Dispute, the Parties are unable to agree on the sole arbitrator, the American Arbitration Association shall act as the appointing authority.

e. The seat of arbitration shall be Washington D.C., United States of America.

f. The language to be used in the arbitral proceedings shall be English.

g. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

14. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. Survival. The rights and obligations of the Parties set forth in Annex Sections 6, 7, 11 and 13, and any other right or obligation of the Parties which, by its nature or the terms hereof, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement

**ANNEX II
GRANT REPORT TEMPLATE**

Date: _____

Period covered: _____

Prepared by: _____

Preparer's phone number: _____

Preparer's email address: _____

- A summary of receipts and expenditures. Attaching an itemized statement of costs incurred by Grantee in performance of this Agreement.

- A description of work conducted by Grantee during the period in pursuit of the purposes of the Grant.

- An evaluation of the impact and results of work undertaken and an assessment of progress that has been made in meeting stated goals, together with any problems that have arisen with a description of measures that have or will be put in place to address them.

- A description and explanation of any changes in the nature, methodology, and/or objectives as presented in the initial grant request.