



September 14, 2017

Lee Ann Shenefiel
Interim Chief Animal Services Officer
Austin Animal Services
7201 Levander Loop Bldg. A
Austin, TX 78702

Dear Lee Ann:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on August 15, 2017 the Maddie's Fund Board of Directors approved a grant in the amount of \$167,000 to be paid to Austin Animal Services to support your Community Outreach Program. This grant is being made in response to the application submitted by Austin Animal Services to Maddie's Fund on June 21, 2017 (the "Proposal"). Payment of this grant is subject to the terms and conditions described more fully below.

Funding of the Grant

Maddie's Fund will fund the grant in the amount of \$167,000 after we receive from Austin Animal Services a countersigned copy of this letter agreement.

Use of Grant Funds

Austin Animal Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support the Community Outreach Program. Grant Funds may not be used for any other purposes without the prior written approval of Maddie's Fund.

Grant Reporting Requirements

Austin Animal Services agrees to submit full and complete reports to Maddie's Fund, which describe how the Grant Funds have been spent. The reports will cover the period that runs from the date Austin Animal Services first receives any Grant Funds through January 31, 2019, and will be submitted to Maddie's Fund by March 15, 2019, or within 45 days after all Grant Funds have been expended,

whichever is sooner. Thereafter, Austin Animal Services will submit an annual report for each 12-month period, as measured from February 1 to January 31, in which Austin Animal Services retains or spends any Grant Funds. Such annual reports will be submitted to Maddie's Fund within 45 days of the period covered (i.e., by March 15), until all Grant Funds have been expended in full. Austin Animal Services' annual reports will contain a narrative and budget-to-actual that describe how the Grant Funds were spent and examples of how Maddie and Maddie's Fund were recognized. Additionally, Austin Animal Services agrees to submit before and after data on their Community Outreach Program at the end of the project.

Maddie Recognition and Trademark Matters

Austin Animal Services agrees that in consideration of this grant, Austin Animal Services will, in consultation with Maddie's Fund, fully implement the Maddie Recognition Plan attached to this letter agreement as Exhibit A. Accordingly, Maddie's Fund hereby grants Austin Animal Services a limited, non-exclusive, non-transferable license solely to use the Maddie's Fund name and logo ("Maddie's Fund Marks") in providing such recognition and benefits. No alteration may be made to the Maddie's Fund logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval of Maddie's Fund, in its sole and absolute discretion. Austin Animal Services further agrees not to use the Maddie's Fund Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of Maddie's Fund and/or its affiliated entities.

All use of the Maddie's Fund Marks will inure to the benefit of Maddie's Fund. All use of the Maddie's Fund Marks will also be subject to the reasonable guidelines and limitations set by Maddie's Fund from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by Austin Animal Services. The Maddie's Fund Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by Maddie's Fund than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless Maddie's Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. Maddie's Fund may terminate the license of its name and marks granted herein with ten (10) calendar days' notice at any time if Maddie's Fund determines that Austin Animal Services has not complied with any of the terms in this agreement, if Austin Animal Services has ceased being a tax-exempt non-profit organization, or if Maddie's Fund determines in its sole and absolute discretion that allowing continued use of such name or marks by Austin Animal Services in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of Maddie's Fund and/or its affiliated entities, or subjects Maddie's Fund and/or its affiliated entities to undesired legal or business risks or liability.



Austin Animal Services acknowledges and agrees that Maddie's Fund owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the terms "Maddie's Fund" and "Maddie's", all of its trademarks and service marks incorporating the terms "Maddie's Fund" and "Maddie's", and all of its trademarks and service marks incorporating the

Maddie's Fund logo. Austin Animal Services agrees to cooperate with Maddie's Fund in facilitating Maddie's Fund's control of the nature and quality of the use of the Maddie's Fund Marks, to permit reasonable inspection by Maddie's Fund of the use of the Maddie's Fund Marks by Austin Animal Services, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund Marks upon request.

General Provisions

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant Austin Animal Services also agrees to allow Maddie's Fund to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from the Austin Animal Services.

By countersigning this letter, you represent that Austin Animal Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Austin Animal Services agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Austin Animal Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Austin Animal Services also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between Maddie's Fund and Austin Animal Services, or any other person, organization, or entity related to or acting on behalf of Austin Animal Services. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Austin Animal Services, or any other person, organization, or entity related to or acting on behalf of Austin Animal Services.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Austin Animal Services and Maddie's Fund. The failure by Maddie's Fund to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of Maddie's Fund's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Austin Animal Services' understanding of the agreement with Maddie's Fund regarding this \$167,000 grant, please countersign this letter at the place indicated below and return it to Maddie's Fund along with wire transfer instructions.

On behalf of all of us at Maddie's Fund, we wish Austin Animal Services the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: Mary Ippoliti-Smith
Mary Ippoliti-Smith
Executive Leadership Team

AGREED TO AND ACCEPTED
THIS ___ DAY OF SEPTEMBER 2017

AUSTIN ANIMAL SERVICES

By: _____
Lee Ann Shenefiel
Interim Chief Animal Services Officer



**Maddie's
Fund**

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588
925.310.5450 | info@maddiesfund.org | www.maddiesfund.org

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Exhibit A

Maddie Recognition Plan

In order to recognize The Duffield Family Foundation, dba Maddie's Fund®, and Maddie, the Miniature Schnauzer who made possible \$167,000 in funding for Austin Animal Services' Community Outreach Program, Austin Animal Services agrees, subject to the license and other terms set forth in the letter agreement dated September 14, 2017 between Maddie's Fund and Austin Animal Services, to include the following recognition as it administers this grant:

- **Naming Opportunity:** Austin Animal Services will work with Maddie's Fund on an appropriate naming opportunity and any accompanying signage.
- **Education/Training Materials:** Austin Animal Services will work with Maddie's Fund on providing, hosting or presenting educational content or training materials for Maddie's Fund, including creating a Maddie Talk video.
- **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Austin Animal Services about this grant or any activities funded by this grant will include the full statement set forth below, *"About Maddie's Fund"*. * Austin Animal Services will work with the Maddie's Fund Marketing Department to obtain quotes and review the release/announcement/alert.
- **Newsletters/Magazines:** Online and written materials that describe this grant and that are published in external or internal publications or websites will include the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Austin Animal Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."
- **Promotional Materials/Advertising:** Any promotional materials or advertising about this grant or activities funded by this grant, or promotional materials or advertising made possible by this grant, will include the Maddie's Fund Recognition Logo** and the hashtag #ThanksToMaddie.
- **Website:** On the homepage of Austin Animal Services' website, Austin Animal Services agrees to post the Maddie's Fund Recognition Logo** with a link to the Maddie's Fund website and the following statement, "Austin Animal Services is a proud recipient of funding from Maddie's Fund® (www.maddiesfund.org), helping to achieve a no-kill nation #ThanksToMaddie."
- **Grant Announcements:** Any announcement or other description of this grant or activities funded by this grant issued by Austin Animal Services will include the following statement,

“Made possible by a grant from Maddie’s Fund® #ThanksToMaddie.” and link to or include the link www.maddiesfund.org.

- **Social Media:** Any post on Austin Animal Services’ social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddie.
- **Donor Recognition:** Austin Animal Services will include Maddie’s Fund as appropriate on your donor wall, annual report, website, newsletter or other printed materials with donor information.

***About Maddie’s Fund**

Maddie’s Fund® is a family foundation created in 1994 by Workday co-founder Dave Duffield and his wife, Cheryl, who endowed the Foundation with more than \$300 million. Since then, the Foundation has awarded more than \$208.9 million in grants toward increased community lifesaving, shelter medicine education and pet adoptions and foster care across the U.S. The Duffields named Maddie’s Fund after their Miniature Schnauzer, Maddie, who made them laugh and gave them great joy. Maddie was with Dave and Cheryl for ten years and continues to inspire them today.

Maddie’s Fund is the fulfillment of a [promise](#) to an inspirational dog, investing its resources to create a no-kill nation where every dog and cat is guaranteed a healthy home or habitat. #ThanksToMaddie.

****Maddie’s Fund Recognition Logo** can be found at <http://www.maddiesfund.org/grant-recognition.htm>. For review and approval of materials, please contact the Marketing Team at marketing@maddiesfund.org.

