

## **2017-2018 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION**

### **1. Representations and Submissions**

The undersigned Contracted Independent Organization (“CIO”) represents to the University of Virginia (“University”) that it is either (a) a non-stock Virginia corporation in good standing with the Virginia State Corporation Commission or (b) an unincorporated association existing under the laws of the Commonwealth of Virginia in accordance with the terms of its constitution. The CIO further represents that for the duration of this Agreement and as a condition of this Agreement (a) at least 51% of its members are University students, (b) has a minimum of 10 University students as members, and (c) all of its officers are enrolled in a degree-granting program (they can be part-time or full-time fee-paying University students). The CIO also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the CIO, do not and will not violate local, state or federal law or the University’s Standards of Conduct.

The person executing this Agreement on the CIO's behalf represents on his or her honor that:

- (a) He/she has read the Agreement in full and understands it;
- (b) He/she is an officer of the CIO and is authorized by the members of the CIO to execute the Agreement on the CIO’s behalf; and
- (c) The CIO is entering into the Agreement voluntarily and with the benefit of or having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

This agreement does not become effective until approved by the Office of the Dean of Students-Student Activities. The CIO agrees to provide any information requested by University officials or Student Council in a timely manner. The CIO further agrees to submit electronically any amendments to its constitution or any changes in its officers or their contact information, including local addresses, telephone numbers, and email addresses, within 48 hours of any amendment or change.

### **2. Relationship between the CIO and the University**

The University is an agency of the Commonwealth of Virginia and a public corporation. The CIO is not part of the University but rather exists and operates independently of the University. The CIO and the University acknowledge and agree that the CIO is not an agent, servant or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction or agreement. The University does not supervise, direct or control the CIO’s activities; provided, however, the University does control its facilities and property, and to the extent that the CIO seeks to use the University’s public facilities or property to conduct its private activities or affairs, the CIO may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, the CIO and its members are subject to the University Honor and Judiciary Committees for any matters that fall within their jurisdiction.

### **3. The CIO's Dealings with Third Parties**

The CIO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The CIO shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described above in paragraph 2 of this Agreement. As one of such steps, the CIO shall without exception include the following statement in the CIO's correspondence, messages, contracts, publications and other written or internet communications:

*Although this organization has members who are University of Virginia students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency*

## 2017-2018 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION

*of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise or control the organization and is not responsible for the organization's contracts, acts or omissions.*

The CIO also shall prominently display the preceding statement on the home page of any CIO website and any other web pages (including social media) that describe the structure of the CIO or its relationship to the University.

### 4. Use of the University's Name and Symbols

The University will permit use of its name as part of the CIO's name in the form of "The XYZ Club at the University of Virginia."

**"The University of Virginia XYZ Club" or any similar use of other University marks (e.g., "UVA Club") is NOT acceptable in any form including as part of a top-level domain name.**

The CIO's Marketing Officer has access to [brand.virginia.edu](http://brand.virginia.edu), which defines proper use of the University of Virginia name and logo. The Marketing Officer can be the CIO President or another designated member. For questions about these guidelines, the CIO's marketing officer can reference this [document](#) and/or contact [brandguidelines@virginia.edu](mailto:brandguidelines@virginia.edu).

Any other uses of the University marks, symbols, logos, mottoes or other indicia of the University are prohibited without the express prior written approval of the [University of Virginia Licensing Program](#) via [licensing@virginia.edu](mailto:licensing@virginia.edu).

### 5. Taxes

The CIO shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with any purchases or sales by the CIO, any gifts to the CIO, any interest or other income of the CIO, or any other activity or purpose of the CIO.

### 6. Liability, Insurance, Defense, and Notification

The CIO understands and agrees that the University, the Commonwealth of Virginia, and its employees and agents will not be liable for injuries or harm caused to anyone in connection with or arising out of the CIO's activities, nor will they be liable for any of the CIO's contracts, torts, or other acts or omissions, or those of the CIO's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO. The CIO understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO are protected by the University's or the Commonwealth of Virginia's insurance policies or self-insurance plans, and that the University and the Commonwealth will not provide any legal defense for the CIO or any such person in the event of any claim against any of them. To ensure that all persons associated with the CIO fully understand these terms, the CIO President is responsible and on his/her honor to issue this notification to all of the CIO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIO or engaged in its activities:

*NOTICE: You are either considering or currently participating in activities or affairs of a CIO at the University of Virginia. Although the CIO has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the*

## 2017-2018 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION

*University. The CIO is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise or control the organization and is not responsible for the organization's contracts, acts or omissions. The CIO directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the CIO assumes all responsibility for any such risk. All persons associated with the CIO should ascertain whether they have adequate insurance independently or through the CIO to cover any such risk. Neither the University nor the Commonwealth of Virginia provides insurance coverage or legal defense for any claims resulting from the affairs or activities of a CIO.*

### 7. Non-discrimination

A student organization is ineligible for CIO status when the organization restricts its membership, programs, or activities on the basis of age, color, disability, gender identity, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, and family and genetic information. Notwithstanding these requirements, a CIO may petition to restrict its membership based on gender (e.g. all-male or all-female a cappella groups) or an ability to perform the activities related to the organization's purpose by filing a written request with the Office of the Dean of Students. In evaluating any such requests, the University will look not merely to the constitution of an organization but to its actual practices and operations.

### 8. Funding

The CIO is eligible to receive student activity fee funds, which are appropriated by Student Council through its appropriations process. Student Council approves CIO budget requests based upon available funds and in compliance with the "*University of Virginia Board of Visitors Student Activity Fee Statement of Purpose and Funding Guidelines.*" A CIO that receives student activity fee funds is required to use the funds as it has requested or petitioned and as approved by Student Council. Consistent with the terms of this Agreement, the University is not responsible for and has no control over the CIO's activities funded with student activity fee funds. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

### 9. Use of Facilities

The CIO is eligible to use certain University facilities and access the services and resources in the Student Activities Center, subject to the policies and procedures or terms and conditions that the University or Student Council set for such facilities, services, and resources. If designated student activity space is assigned to the CIO, the description of such space and any special conditions applicable to its use shall be communicated by Student Council or the University.

If the CIO is hosting an event on University property with minors under the age of 18 who are not University students, the CIO may be required to obtain liability insurance. In addition, if a CIO is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name the following as additional insured:** "The Commonwealth of Virginia and the Rector and Visitors of the University of Virginia, its officers, employees

## **2017-2018 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION**

and agents." A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

The University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in CIO activities, whether occurring on University property or any other location. Each CIO is encouraged to purchase liability insurance to cover the CIO's event with respect to claims by participants, spectators, or others resulting from CIO activities.

### **10. Managing Roster**

The CIO must submit and maintain an updated roster of CIO members with each member's name and e-mail address. The CIO is responsible to submit any revisions to the CIO roster on atUVa within 48 hours of any change.

### **11. Club Sports**

If the CIO is a "Club Sport" as defined in the Club Sports CIO Attachment, it also shall receive the benefits enumerated in that attachment and abide by the provisions of that attachment as a part of this Agreement.

### **12. Sexual Harassment, Sexual Violence, and Retaliation**

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The CIO acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made by University students against members of the CIO, and to determine appropriate sanctions which may include suspension or termination of the CIO agreement, restrictions on the rights of the CIO to use University facilities, and access University services and resources. The CIO's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the CIO.

### **13. Hazing**

Hazing is a crime in Virginia and is prohibited by University policy and the University Standards of Conduct. State or local law enforcement agencies investigate allegations of hazing under Virginia law. The Office of the Dean of Students investigates allegations of hazing under University policy. The University has created a website (<http://www.virginia.edu/hazing>) that provides information and resources aimed at hazing prevention and education. To ensure that all persons associated with the CIO have access to this information and are aware of these resources, the University will distribute the link to this website with its annual hazing notice to all CIO Presidents. The CIO President is responsible and on his/her honor to send the annual hazing notice containing this link to all of the CIO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIO or engaged in its activities.

### **14. Terms of Agreement**

This Agreement becomes effective on the date it is approved by Office of the Dean of Students-Student Activities and must be renewed annually using the atUVA platform. The University and the CIO each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early

## 2017-2018 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION

termination or suspension, this Agreement will automatically terminate in the spring of each year on the first day of the University's Final Exercises.

### 15. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach.

### 16. Notices

Any notice under this Agreement shall be deemed given when sent by electronic mail to the signatory's primary University electronic mail address.

### 17. Entire Agreement - Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior or contemporaneous understandings regarding its subject matter, and only may be revised by written amendment signed by authorized representatives of both parties. The parties acknowledge that in accepting this Agreement they are not relying on any oral or written statements not included in this Agreement.

The undersigned further attests that he/she is bound by the University's Honor Code and is knowledgeable of the responsibilities of the officers of the CIO. The undersigned is responsible for receiving information, announcements, and e-mail from Student Council, Office of the Dean of Students-Student Activities, and other University offices or organizations on behalf of the CIO. Further, as the contact person for the CIO, the undersigned is responsible for informing the appropriate individuals within the CIO of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a CIO. The undersigned is also responsible for updating the CIO's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for Student Council's appropriations process and the CIO renewal process. The undersigned understands that he/she is responsible for alerting the CIO's executive members of any and all mandatory University meetings, and for distributing the notification in paragraph 6 and the annual hazing notice referenced in paragraph 12 of this Agreement. The undersigned hereby acknowledges that the CIO is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to CIOs at the University of Virginia.

**IN WITNESS THEREOF, the parties have executed this Agreement below:**

***Name of CIO (School Year of Agreement)***

***(CIO Category)***

***BY: (CIO President's Name)***

***SIGNED:*** \_\_\_\_\_

***(CIO President's Signature)***

***DATE:*** \_\_\_\_\_

***Rector and Visitors of the University of Virginia***

***BY: /s/*** \_\_\_\_\_