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STAF-002: Terms and Conditions for Contracted Independent Organizations and Fraternal Organizations

Date: 11/03/2009 Status: Final Last Revised:

Policy Type: Student Affairs

Contact Office: [Student Affairs](#)

Oversight Executive: Vice President and Chief Student Affairs Officer

Applies To:

Contracted Independent Organizations and Fraternal Organizations.

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Reason for Policy:

To define the University's relationship with Contracted Independent Organizations and Fraternal Organizations.

Definition of Terms in Statement:

- **Contracted Independent Organizations:**
Contracted Independent Organizations (CIO) are formed by University students to offer educational, service, and social opportunities. Membership is typically comprised primarily of students, faculty, staff, alumni, but limited community membership in the organizations is possible. The University does not use the concept of "recognizing" CIOs. CIOs operate

independent of the University and are not agents, servants, or employees of the University. They do not have the authority to act for or commit the University to any activity, transaction, or agreement. The University does not supervise, direct, or control CIOs' activities.

- **Fraternal Organizations (FOs):**

Organizations recognized by the University through an approved agreement, which are governed by the National Pan-Hellenic Council (NPHC), the Inter-Fraternity Council (IFC), the Inter-Sorority Council (ISC), or the Multicultural Greek Council (MGC). FOs are comprised entirely of University students and offer educational, service and social opportunities to their members.

Policy Statement:

To achieve CIO or FO status, an organization is required to execute the Contracted Independent Organization Agreement (CIO Agreement) or Fraternal Organization Agreement (FOA) with the University on an annual basis. These agreements define the University's relationship with the organization and set specific terms and conditions the organization must meet in exchange for receiving certain enumerated University benefits.

Club Sports are CIOs comprised entirely of University students, faculty, and/or staff which offer recreational/athletic opportunities to their members. In addition to executing the CIO Agreement, Club Sports are required to execute the following Club Sports Attachment on an annual basis: https://studentengagement.virginia.edu/sites/studentactivities.virginia.edu/files/2021-22_Club_Sport_Attachment.pdf).

I.

Relationship between the University and a CIO or FO:

CIOs and FOs exist and operate independently of the University. CIOs and FOs are not agents, servants or employees of the University, and as such do not have the authority to act for or commit the University to any activity, transaction or agreement. The University does not supervise, direct or control a CIO's or FO's activities; however, the University does control its facilities and property, and to the extent that a CIO or FO seeks to use the University's public facilities or property to conduct its private activities or affairs, the CIO or FO may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, CIOs, FOs, and their members are subject to the University Honor and Judiciary Committees for any matters that fall within their jurisdiction.

II. **Terms and Conditions:**

In executing the CIO Agreement or FOA, the CIO or FO accepts the following core terms and conditions:

1.

Representations:

The CIO or FO represents that its activities and the activities of its members, whether or not sponsored or officially approved by the CIO or FO, do not and will not violate local, state, or federal law or the University's Standards of Conduct.

2.

The CIO's and FO's Dealings with Third Parties:

The CIO or FO agrees not to hold itself out as being part of, controlled by, or acting on behalf of the University. The CIO or FO agrees to 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 one of such steps, the CIO or FO agrees without exception to include

the following statement in the CIO's or FO'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 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 agrees to prominently display the preceding statement on all pages of any CIO or FO Web site.

3.

Use of the University's Name and Symbols:

The CIO or FO agrees that it may not use any University marks, symbols, logos, mottoes or other indicia of the University without the express prior written approval of the University through its Vice President and Chief Student Affairs Officer or his/her designee; provided that the University will permit use of its name as part of the CIO's or FO's name exclusively and only in the form of "The XYZ Organization at the University of Virginia." The CIO or FO agrees to obtain the express prior written consent of the University to use the University's name in any other form. **"The University of Virginia XYZ Organization" or any similar use of other University marks (e.g., "UVA Organization") is not acceptable and can never be used in any form including as part of a top-level domain name.**

4.

Taxes:

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

5.

Liability, Insurance, Defense, and Notification:

The CIO or FO 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 or FO's activities, nor will it be liable for any of the CIO's or FO's contracts, torts, or other acts or omissions, or those of the CIO's or FO's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO or FO. The CIO or FO agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the CIO or FO 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 FO or any such person in the event of any claim against any of them. To ensure that all persons associated with the CIO or FO fully understand these terms, the CIO or FO President is responsible and on his/her honor to issue this notification to all of the CIO's or FO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the CIO or FO or engaged in its activities:

NOTICE: *You are either considering or currently participating in activities and/or affairs of a CIO or FO at the University of Virginia. Although the CIO or FO 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 University. The CIO or FO 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 or FO 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 or FO assumes all responsibility for any such risk. All persons associated with the CIO or FO should ascertain whether they have adequate insurance independently or through the CIO or FO 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 or FO.

6.

Non-discrimination:

The CIO or FO agrees not to restrict its membership, programs, and/or activities on the basis of age, color, disability, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation or veteran status. Notwithstanding these requirements, the CIO or FO may restrict its membership based on an ability to perform the activities related to the organization's purpose. In determining cases of discrimination for purposes of this paragraph, the University looks not merely to the constitution of an organization but to its actual practices and operations. It shall not be a violation of this paragraph if a FO selects its membership based on sex.

III.

Benefits of CIO or FO Status:

- Funding: CIOs are eligible to receive student activity fee funds, which are appropriated by Student Council.
- Use of Facilities: CIOs and FOs are eligible to use certain University facilities and to access the services and resources in the Student Activities Center, subject to the policies and procedures or terms and conditions that the University and/or Student Council set for such facilities, services and resources.
- Use of Student Council Server: CIOs and FOs are eligible to use the Student Council server subject to the policies and guidelines outlined in the Student Council Bylaws.

IV.

Required Signatures for CIO and FO Agreements:

An authorized individual and the respective Governing Council (if any) are required to execute the agreement on behalf of the organization. An authorized representative of Student Council and an authorized representative of the Office of the Dean of Students are required to execute the CIO Agreement on behalf of the University. An authorized representative of the Office of the Dean of Students is required to execute the FOA on behalf of the University.

V.

Consultation with Legal Counsel:

Student Legal Services may provide legal counsel for student organization officers who have questions about their personal and/or organizational liability and responsibility under the CIO Agreement or FOA.

Procedures:

[CIO Agreement process](#). The FOA process is facilitated through the Office of the Dean of Students/Fraternity & Sorority Life.

Related Information:

[GOV-004: Use of the University's Federally Registered Trademark](#)

Major Category: Student Affairs Policies

Next Scheduled Review: 11/03/2012

Approved by, Date: Vice President and Chief Student Affairs Officer, 11/03/2009
Supersedes (previous policy): I.G.1: Agreement for a Contracted Independent Organization and Fraternal Organization.

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