STAF-002

Terms and Conditions for Contracted Independent Organizations and Fraternal Organizations

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Reason for Policy

This policy defines the University's relationship with Contracted Independent Organizations and Fraternal Organizations.

Definition of Terms

Contracted Independent Organizations

Description

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 (FO)

Description

FOs are organizations in relationship with the University through an approved agreement and are governed by the Inter-Fraternity Council (IFC), Inter-Sorority Council (ISC), Multicultural Greek Council (MGC), or National Pan Hellenic Council (NPC), and which offer educational, service, and social opportunities for their members. The University does not use the concept of "recognizing" FOs. FOs operate independently 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 the FOs' activities. FOs are comprised entirely of University students.

Policy Statement

To achieve contracted independent organization(CIO) or fraternal organization (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 a Club Sports Attachment on an annual basis.

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:
   A. ***Representations:***
      The CIO or FO represents that its activities and the activities of its members will not violate local, state, or federal law or the University's Standards of Conduct.

B. ***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.

C. ***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 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.**

D. ***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.

The CIO or FO is responsible for keeping track of its tax information. To find tax information, the CIO or FO can ask the bank with which it has an account and/or contact the Internal Revenue Service (IRS) directly. If the CIO or FO has a bank account through the UVA Fund with the Alumni Association, the CIO or FO falls under the Alumni Association tax ID.

E. ***Liability, Insurance, Defense, and Notification:***
The CIO or FO 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 or FO's activities, nor will they 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 their 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.*

III. **Hazing:**

University policy and state law prohibit acts of hazing in student organizations. Acts of hazing are inconsistent with the CIO's or FO's stated mission and values, place students at risk of harm, and impede the University's ability to carry out its educational mission. The University has created a hazing website that provides information and resources aimed at hazing prevention and education, including how hazing is defined by University policy (STU-005: Prohibition on Hazing). To ensure all persons associated with the CIO or FO 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 and FO presidents of record. CIOs and FOs agree to promptly share the annual hazing notice containing this link with current and prospective/probationary/pledge members, as well as with any other persons directly associated with the CIO or FO or engaged in its activities. This will help ensure that everyone is educated on University policy and understands how a report of hazing may be made to the University.

IV. ***Non-discrimination:***

A student organization is ineligible for CIO or FO status when it restricts membership, programs, or activities on the basis of a protected characteristic/status included in the University's policy on Addressing Discrimination, Harassment, and Retaliation.

Notwithstanding these requirements, a CIO may petition to restrict its membership based on: (a) gender (e.g., all-male or all-female a cappella groups), or (b) an ability to perform the activities related to the organization's purpose, by filing a written request with Student Affairs. Written requests can be submitted by emailing studentengagement@virginia.edu. In evaluating any such requests, the University will look not merely to the constitution of an organization, but to its actual practices and operations. Pursuant to the laws of the Commonwealth of Virginia, a student organization identifying as political or religious in

nature may limit membership based on a member's commitment to the mission of the political or religious organization, respectively. A group will be considered political or religious if it: (a) articulates a clear political or religious purpose as its primary mission or a reasonable person would conclude that the group has such a purpose, and (b) its actual practices and operations support that articulated primary mission.

Pursuant to 20. U.S.C. § 1681(a)(6)(A), social fraternal organizations may limit membership on the basis of sex as long as the active membership consists primarily of students matriculating at the University and the fraternal organization is exempt from taxation under the Internal Revenue Code. The University also recognizes the right of a fraternal organization to select new members on the basis of otherwise nondiscriminatory criteria established by the organization.

V. **Benefits of CIO or FO Status:**

Funding: CIOs are eligible to receive student activity fee (SAF) funds, which are appropriated by Student Council. 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. 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.

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.

Resources and Support: CIOs and FOs are eligible to receive University support from Student Affairs professional staff including, but not limited to, compilation of chapter and council grade reports and summaries as applicable (for FOs); assistance with mandatory and recommended training programs (e.g., hazing prevention); support for engaging with advisors and national/regional organizations; and advising on current organizational best practices, scheduling events and activities, and navigating conflicts or incidents involving the CIO or FO.

VI. **Required Signatures for CIO and FO Agreements:**

An authorized individual is required to execute the agreement on behalf of the organization. A CIO or FO Agreement will take effect based on terms specified within those Agreements.

VII. **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.

VIII. **Compliance with Policy:**

Failure to comply with the requirements of this policy may result in the termination of the agreement between the CIO or FO and the University.

Direct questions about this policy to Student Affairs.

Procedures

CIO Agreement process.

The FOA process is facilitated through Student Affairs/Fraternity & Sorority Life.

Related Information

GOV-004: Use and Licensing of the University's Trademarks

Major Category Student Affairs Policies

Next Scheduled Review Friday, August 17, 2029

Revision History

Added Section III. Hazing 8/17/26; Revised Section V 4/14/25; Revised 7/6/23.

Supercedes Policy Text

I.G.1: Agreement for a Contracted Independent Organization and Fraternal Organization.

Approved By Vice President and Chief Student Affairs Officer

Approved Date Tuesday, November 3, 2009