

**FRATERNAL ORGANIZATION AGREEMENT  
(2009-2010)**

This Agreement is made and entered into by the Rector and Visitors of the University of Virginia ("University") and the undersigned fraternal organization ("Fraternal Organization").

1. Definitions and Purpose.

For purposes of this Agreement, fraternal organizations are those organizations governed by the National Pan-Hellenic Council (NPHC), the Inter-Fraternity Council (IFC), the Inter-Sorority Council (ISC), or the Multicultural Greek Council (MGC), which are comprised of University students and offer educational, service and social opportunities to their members. The University does not use the concept of "recognizing" fraternal organizations. These organizations are free to exist independent of this Agreement. Fraternal organizations enter into this Agreement only to seek certain benefits from the University. The purpose of this Agreement is to describe the entire relationship between the University and the Fraternal Organization, including the benefits the Fraternal Organization may receive from the University if the conditions set forth in this Agreement are met.

2. Representations.

The Fraternal Organization represents to the 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 Fraternal Organization further represents that for the duration of this Agreement, and as a condition of this Agreement, all of its officers and any persons living in any Fraternal Organization residence are and will remain full-time University students enrolled in a degree-granting program. The Fraternal Organization also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the Fraternal Organization, 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 Fraternal Organization'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 Fraternal Organization and is authorized by the members of the Fraternal Organization to execute the Agreement on the Fraternal Organization's behalf; and
- (c) The Fraternal Organization 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.

3. Relationship between the Fraternal Organization and the University.

The University is a public corporation and the Fraternal Organization is not part of that corporation but rather exists and operates independently of the University. The Fraternal Organization and the University acknowledge and agree that the Fraternal Organization 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 Fraternal Organization's activities; provided, however, the University does control its facilities and property, and to the extent that the Fraternal Organization seeks to use the University's public facilities or property to conduct its private activities or affairs, the Fraternal Organization may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, the Fraternal Organization and its members are subject to the University Honor and Judiciary Committees for any matters that fall within their jurisdiction.

4. The Fraternal Organization's Dealings with Third Parties.

The Fraternal Organization shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The Fraternal Organization 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 3 of this Agreement. As one of such steps, the Fraternal Organization shall without exception include the following statement in the Fraternal Organization's correspondence, messages, contracts, publications and other such 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 or 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 Fraternal Organization shall also prominently display the preceding statement on the "Home" page of any Fraternal Organization Web site and any other pages that describe the structure of the Fraternal Organization or its relationship to the University. To demonstrate compliance with this and other requirements under this Agreement (see paragraph 5 below), the Fraternal Organization agrees to provide the URL of any Fraternal Organization Web sites to University officials in the Office of the Dean of Students/Fraternity & Sorority Life.

5. Use of the University's Name and Symbols.

The Fraternal Organization understands and agrees, as a condition of this Agreement, 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 Fraternal Organization's name exclusively and only in the form of "The XYZ Fraternal Organization at the University of Virginia." The Fraternal Organization must obtain the express prior written consent of the University to use the University's name in any other form. **"The University of Virginia XYZ Fraternal Organization" or any similar use of other University marks (e.g., "UVA Fraternal Organization") is not acceptable and can never be used in any form including as part of a top-level domain name.**

6. Taxes.

The Fraternal Organization 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 Fraternal Organization, any gifts to the Fraternal Organization, any interest or other income of the Fraternal Organization, or any other activity or purpose of the Fraternal Organization.

7. Liability, Insurance, Defense, and Notification.

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

*NOTICE: You are either considering or currently participating in activities and/or affairs of a fraternal organization at the University of Virginia. Although the fraternal organization 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 fraternal organization 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 fraternal organization 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 fraternal organization assumes all responsibility for any such risk. All persons associated with the fraternal*

*organization should ascertain whether they have adequate insurance independently or through the fraternal organization 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 fraternal organization.*

8. Non-discrimination.

A fraternal organization is ineligible to enter into this Agreement when it restricts 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, a fraternal organization may restrict its membership based on an ability to perform the activities related to the organization's purposes. In determining cases of discrimination for purposes of this paragraph, the University will look not merely to the constitution of an organization but to its actual practices and operations. It shall not be a violation of this section if a fraternal organization selects its membership based on sex. The Fraternal Organization shall consider the needs of persons with disabilities in planning and conducting membership recruitment and the Fraternal Organization's activities.

9. Rush, Recruitment or Membership Intake.

In order to lessen the disruption of the University's academic functions, the Fraternal Organization agrees, as a condition of this Agreement, not to engage in rush, recruitment or membership intake until the date determined by the University.

10. Housing and Fire Safety.

Any fraternal organization which owns or leases a residence(s) for fraternal purposes agrees, as a condition of this Agreement, to comply with all applicable regulations of the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Protection Code and to have such facilities inspected at least annually by a representative of its fire or liability insurance carrier or the local government fire inspector.

11. Educational Programming and Submissions.

The Fraternal Organization understands and agrees, as a condition of this Agreement, that it will conduct annual educational programming with at least 75% of its active members in attendance on each of the topics selected by the Office of the Dean of Students/Fraternity & Sorority Life. To demonstrate compliance with this requirement, the Fraternal Organization agrees to complete attendance sheets and evaluation forms in the format specified by the Office of the Dean of Students/Fraternity & Sorority Life, and submit such documentation to that office upon completion of each educational program.

The Fraternal Organization further agrees, as a condition of this Agreement, that it will provide the following submissions to the Office of the Dean of Students/Fraternity & Sorority Life on the dates set by that office:

- (a) A copy of the Fraternal Organization's Constitution (expunged of any confidential provisions relating to internal matters such as ritual);
- (b) A roster, in the format specified by the Office of the Dean of Students/Fraternity & Sorority Life, identifying all of the Fraternal Organization's officers, new and active members, advisors, and corporation board chairpersons, with contact information;
- (c) For fraternal organizations with residential facilities, a copy of the Fraternal Organization's "House Rules;"
- (d) Periodic Chapter Reports, in the format specified by the Office of the Dean of Students/Fraternity & Sorority Life, on topics selected by that office;
- (e) A Chapter Statement, in the format specific by the Office of the Dean of Students/Fraternity & Sorority Life, that the Fraternal Organization will comply with certain minimum health and safety policies consistent with the terms of this Agreement.

The Fraternal Organization agrees to provide any amendments or changes to the submissions outlined above to the Office of the Dean of Students/Fraternity & Sorority Life within 48 hours of any such amendment or change. The Fraternal Organization also agrees to provide any other information requested by University officials in a timely manner.

12. NPHC, IFC, ISC, and MGC Membership.

The Fraternal Organization understands and agrees that, as a condition of this Agreement, it shall maintain active membership in the NPHC, IFC, ISC, or MGC, and further agrees to abide by the rules and regulations of its applicable governing council. The Fraternal Organization acknowledges that the University does not operate or control the NPHC, IFC, ISC, or MGC and that these councils are not the University's agents.

13. Enforcement.

The Fraternal Organization acknowledges that the University may file a complaint alleging that the Chapter or its members violated the commitments made in the Fraternal Organization's Chapter Statement and/or the applicable NPHC/IFC/ISC/MGC Standards of Conduct with the NPHC/IFC/ISC/MGC for investigation and enforcement. The Fraternal Organization further acknowledges that the University may file a complaint for investigation and adjudication with an appropriate University hearing body or, in the case of a criminal matter, with local law enforcement.

14. University Benefits.

Assuming the conditions set forth in this Agreement are met, the Fraternal Organization is eligible to use certain University facilities and access the services and resources in the Office of the Dean of Students/Fraternity & Sorority Life and the Student Activities Center, subject to the policies and procedures or terms and conditions that the University and/or Student Council sets for such facilities, services, and resources. The Fraternal Organization is also eligible to use the Student Council server subject to the policies and guidelines outlined in the Student Council Bylaws.

15. Term of Agreement.

This Agreement becomes effective on the date it is executed by an authorized University official and must be renewed annually. The University and the Fraternal Organization 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 for good cause. Absent early termination or suspension, this Agreement will automatically terminate in the spring of each year on the date of the University's Final Exercises.

16. 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.

17. Notices.

Any notice under this Agreement shall be deemed given when sent by electronic mail to the signatory's primary University electronic mail address with a copy deposited in the United States mail, postage prepaid, and addressed as noted below, or when sent in like fashion to such other persons, at such addresses, as either party may designate with appropriate notification to the other party in writing:

If to the Fraternal Organization:  
**(please print or type)**

\_\_\_\_\_  
E-Mail Address \_\_\_\_\_

If to the University:

Office of the Dean of Students/  
Fraternity & Sorority Life  
P.O. Box 400177  
Charlottesville, VA 22904-4177  
<ask-fsl@virginia.edu>

18. Entire Agreement: Amendments.

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior or contemporaneous understandings regarding its subject matter, and may only 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.

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

*Name of Fraternal Organization:* \_\_\_\_\_

*BY:* \_\_\_\_\_  
(*Printed Name of Authorized Officer*)

*SIGNED:* \_\_\_\_\_  
(*Authorized Officer's Signature*)

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

*Rector and the Visitors of the University of Virginia*

*BY:* Michael J. Citro  
Assistant Dean of Students  
Office of the Dean of Students/Fraternity & Sorority Life

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

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

*REVIEWED BY NPHC/IFC/ISC/MGC:* \_\_\_\_\_  
(*Authorized Officer*)