

2024-2025 AGREEMENT FOR A CONTRACTED INDEPENDENT ORGANIZATION



Student Affairs
Student Engagement

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.

For the duration of this Agreement and as a condition of this Agreement, the CIO represents that

- (a) at least 51% of its members are University students,
- (b) a minimum of 10 University students are listed 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 associated activities and the associated 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 their honor that:

- (a) they have read the Agreement in full and understand it;
- (b) they are an officer of the CIO and are 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 Division of Student Affairs. The CIO agrees to provide any information requested by University officials or Student Council in a timely manner. The CIO further agrees to abide by their constitution when it comes to making any amendments and to update their information on the student engagement online platform when they need to change any profile information (e.g., officers/roster, mailing addresses, phone numbers, etc.) within 48 hours of the change taking affect.

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;

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however, the University does control its own facilities and property. 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. Commitment to Ongoing Education

The University exists, in significant part, to educate students and this process of education includes experiences outside the classroom. Similarly, CIOs also exist, in significant part, to enhance the educational experience of their members and create more meaningful interpersonal connections. With these complimentary missions in mind, the University and CIOs agree continuing education of student members is a shared objective.

There are four subjects on which it is particularly critical to ensure student members receive targeted education:

- Financial Processes and Procedures when spending University or Student Fee Money
- Event Planning and Hosting Procedures when hosting events on and off Grounds
- Cultivating an environment of inclusion and respect within an increasingly diverse University community, consistent with the University's core values and its **Policy on Preventing and Addressing Discrimination and Harassment (HRM-009)** ("inclusion and respect education").
- Prevention of dangerous and degrading practices involving new and/or current members as set forth in the **University's Prohibition of Hazing policy (STU-005)** ("hazing prevention")

The CIO agrees to work with its organization leadership to ensure participation of at least two of their executive board members each academic year in educational programs covering the above topics. The specific format, delivery, and requirement of educational programs will be determined by the Office of Student Engagement and provided to CIO leaders at the beginning of each semester.

For CIOs that have a period of time between invitation for membership and initiation into membership (sometimes referred to as a new member or pledge period), all Potential New Members and current members must complete extensive, current, and in-person education about hazing, the dangers of hazing, including alcohol intoxication, and hazing laws and policies. The format, delivery, and requirement for this program will be communicated to CIO leaders. In addition, the CIO commits to actively participate in more general targeted education programs provided to all CIOs by participating in the CIO Summit and CIO Roundtables for the benefit of the CIO and its membership.

4. Benefits to the CIO

In recognition of the contributions made by CIOs to the student experience, the University extends the following benefits to those entering into this agreement:

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- Dedicated support from professional staff members in Student Affairs;
- The ability to reserve space in University buildings and other designated spaces;
- Participation in educational and leadership development programs facilitated by the University, including monthly CIO Roundtables, an annual CIO Leadership Academy, and other events involving subjects and speakers of interest;
- Ability to request SAF Funding from Student Council
- Access to non-SAF University Funding sources through appropriate application processes
- Ability to participate in the Student Activities Fairs that occur each semester
- Ability to post on HooView TVs
- Periodic communication to CIOs of emerging best practices and recommendations gleaned from other campuses

5. 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 section 2 of this Agreement. The CIO shall, without exception, include the following statement in the CIO's correspondence, messages, contracts, publications, websites, social media pages, 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.

6. 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 University will permit use of the Split-V logo for the CIO. The use of all other University marks, symbols, logos, mottoes, or other indicia of the University is not permitted. The CIO's Marketing Officer has access to brand.virginia.edu, which further defines proper usage of the University of Virginia name and logo and supports the creation of a Split-V logo. The Marketing Officer can be the CIO President or another designated member.

Please reference the University of Virginia Brand Guidelines website (<https://brand.virginia.edu/>) and the student organization page (<https://brand.virginia.edu/tools-templates/student->

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organizations) on the branding website. For specific questions about the CIO's symbols and logos, email brandguidelines@virginia.edu.

7. Taxes

The CIO shall not use the University's taxpayer identification number (Tax ID 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.

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

8. 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 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.

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9. Non-discrimination Policy

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 or expression, marital status, military status (which includes active duty service members, reserve service members, and dependents), national or ethnic origin, political affiliation, pregnancy (including childbirth and related conditions), race, religion, sex, sexual orientation, veteran status, and family medical or genetic information.

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 the Division of 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.

In order to comply with the non-discrimination policy, the CIO must include the following italicized paragraph (adapted from the policy above) as part of their Constitution:

YOUR CIO NAME does not restrict its membership, programs, or activities on the basis of age, color, disability, gender identity or expression, marital status, military status (which includes active duty service members, reserve service members, and dependents), national or ethnic origin, political affiliation, pregnancy (including childbirth and related conditions), race, religion, sex, sexual orientation, veteran status, and family medical or genetic information absent an approved petition to restrict.

10. Funding

Access to Funds:

The CIO is 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. 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.

The CIO is also eligible for non-SAF funding sources, including, but not limited to, Cavalier Fund, Parents Program Fund, Jefferson Trust, and the like. CIOs must follow processes and policies for

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each funding stream when applying for and utilizing these funds. Directives may be issued to CIOs regarding the utilization of these non-SAF funds, treating them akin to grants awarded to external entities.

Bank Account and Supplier Registration Requirements:

For any University funds to be allocated directly to a CIO, whether from SAF or non-SAF sources, the CIO must secure and maintain an external bank account and register as a Supplier with UVA's Procurement Office. External bank accounts can be held at Alumni Hall or with a financial institution.

The University is not responsible for fees associated with establishing or maintaining an external bank account. However, CIOs may obtain a Bank Fee Waiver for utilization at participating banks/branch locations. To request a waiver, CIOs should contact StudentEngagement@virginia.edu.

After establishing a bank account in the CIO's name, it is the responsibility of the CIO to initiate the Supplier Registration process by contacting Student Engagement. Please note that accounts held at Alumni Hall are automatically registered as suppliers, requiring no additional steps.

Generally, the University does not allow payments directly to individuals within a CIO. Instead, payments will be disbursed to the CIO's registered bank account, allowing the CIO to distribute funds to members as needed.

Use of Funds:

CIOs are tasked with responsibly utilizing allocated funds in accordance with University policies and procedures. The Division of Student Affairs manages the majority of fund allocations to CIOs, establishing guidelines for provision and any subsequent obligations or information required from CIOs post-allocation. These guidelines are subject to change, with adequate notice provided to CIOs.

Although the Division of Student Affairs maintains records of distributed funds, CIOs are responsible for monitoring their own requests and expenditures. Documentation of this tracking may be needed to ensure accurate reconciliation of the CIO's funding with their expenses.

11. Use of Facilities

The CIO is eligible to use certain University facilities and access the services and resources in Newcomb Hall and additional Student Activity Spaces, 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

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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 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.

12. Organization Communications

The CIO must maintain communication with the University to remain in good standing. This includes having an official CIO email address containing the CIO's name, such as CIOname@gmail.com or CIOname@virginia.edu. The provided email address should not be an individual's personal email address (whether UVA or otherwise). It must be submitted at the time of registration or renewal as prompted on the registration form. CIOs have the option to coordinate with UVA Information Technology Services (ITS) to acquire an @virginia.edu email mailbox. ITS determines the approval or denial of requests for new mailboxes at their discretion.

CIOs are responsible for regularly monitoring their CIO email address, as it will be used for official University communications. Failure to check this address regularly will not excuse the CIO from knowing the information conveyed.

13. Managing Roster

The CIO must submit and maintain an updated roster of CIO members with each member's name on the current student engagement platform. The CIO is responsible for revising the CIO roster via the online student engagement platform within 48 hours of any change.

14. Club Sports

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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.

15. The University's policies prohibiting discrimination, harassment, and other forms of interpersonal violence

The University's Policy on Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence (<https://uvapolicy.virginia.edu/policy/HRM-041>) prohibits *Quid Pro Quo* Harassment, Sexual Harassment, Sexual Assault, Dating Violence, Domestic Violence, and Stalking on the basis of sex in an education program or activity ("Title IX Prohibited Conduct") and other forms of sexual and gender-based misconduct, including Non-Consensual Sexual Contact, Non-Consensual Sexual Intercourse, Sexual Exploitation, Intimate Partner Violence, Stalking, *Quid Pro Quo* Harassment, Hostile Environment Harassment, Complicity in the commission of any act prohibited by this policy, and Retaliation ("Prohibited Conduct"). The University's Preventing and Addressing Discrimination and Harassment (<https://uvapolicy.virginia.edu/policy/HRM-009>) and Preventing and Addressing Retaliation (<https://uvapolicy.virginia.edu/policy/HRM-010>) policies, as well as applicable state and/or federal law, prohibit Discrimination, Harassment, and Retaliation ("PADHR Conduct"). The CIO acknowledges that by signing this agreement, the University has the authority to investigate reports of Prohibited Conduct or PADHR Conduct 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. CIO Members' failure to comply with the University's policies listed in this section may result in the University severing all ties with the CIO.

16. 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 Division of Student Affairs 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 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.

17. Terms of Agreement

This Agreement becomes effective on the date it is approved by the Division of Student Affairs-Student Engagement and must be renewed annually on the student engagement platform. The University and the CIO each reserve the right to terminate this Agreement at will upon written

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notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early termination or suspension, this Agreement will automatically terminate in the spring of each year on the first day of the University's Final Exercises.

18. 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.

19. Notices

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

20. 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 affirms adherence to 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, the Division of Student Affairs, Student Engagement, 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 section 8 and the annual hazing notice referenced in section 15 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: The Perrin Institution at UVA

School Year of Agreement: 2024-2025

CIO President's Printed Name: Noah Wondwossen

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CIO President’s Signature:

Signed by:

Nbali Wondwossen

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CC: Rector and Visitors of the University of Virginia
Student Engagement | Division of Student Affairs