UNIVERSITY OF VIRGINIA - AGREEMENT FOR A FRATERNAL ORGANIZATION

THIS AGREEMENT, dated as shown on page 3, paragraph 17 of this Agreement, by and between The Rector and Visitors of the University of Virginia, A Virginia public corporation (the "University"), and the fraternal organization shown on page 3, paragraph 16 (the "Fraternal Organization").

WITNESS

Fraternal organizations are defined for the purpose of this document as organizations comprised of University students, which are traditionally governed by the all-Greek Black Fraternal Council (BFC), Inter-Fraternity Council (IFC), Inter-Sorority Council (ISC), or Multicultural Greek Council (MGC), and which offer educational, service and social opportunities for their members. Various fraternal organizations comprised of University of Virginia students wish the University to provide the fraternal organizations with certain benefits. Without necessarily approving or disapproving the goals or activities of particular fraternal organizations, the University recognizes that the availability of a wide range of opportunities for its students tends to enhance the University environment.

Provided the fraternal organization's chief officer as well as a majority of the other officers are full-time students enrolled in a degree-granting program, the University is willing to provide certain benefits to certain fraternal organizations. However, those benefits should not be misinterpreted as meaning that those fraternal organizations are part of or controlled by the University, that the University is responsible for the fraternal organizations' contracts or other acts or omissions, or that the University approves of the fraternal organizations' goals or activities.

The University does not use the concept of "recognizing" fraternal organizations. They are free to exist and operate either with or without any University benefits. The purpose of this Agreement is to describe the entire relationship between the University and the fraternal organization which is a party to this Agreement, including all of the University benefits the fraternal organization may receive, and all of the conditions for their receipt.

Accordingly, the parties agree as follows:

1. Representations

The fraternal organization represents that it is either a non-stock Virginia corporation in good standing with the Virginia State Corporation Commission or an unincorporated association (see page 3, paragraph 17) existing under the laws of Virginia pursuant to the fraternal organization constitution, a copy of the current version of which, and all future amendments, it shall be the responsibility of the fraternal organization to keep on file with the University Office of the Dean of Students/Fraternity & Sorority Life at all times. (This responsibility may be fulfilled by filing a copy expunged of confidential provisions relating to internal matters such as ritual.) The University also provides the University Office of the Dean of Students/Fraternity & Sorority Life with a list of all current officers, advisors, and corporation board chairpersons, their addresses and phone numbers, and any changes made to this list.

The person executing this Agreement on the fraternal organization's behalf represents that:

(a) the members of the fraternal organization were provided with a copy of this Agreement as proposed and the membership thereafter authorized such person to execute the Agreement; and

(b) the fraternal organization has consulted with its legal counsel concerning the matters in this Agreement or has had adequate opportunity to do so.

2. Relationship between the Fraternal Organization and the University

The University is a Virginia public corporation and the fraternal organization is not part of that corporation, but rather exists and operates independently of the University. The fraternal organization is not an agent, servant or employee of the University, but rather is an independent contractor which manages its own affairs.

The parties understand and agree that this Agreement is the only source of any control the University may have over the fraternal organization or its activities, except to the extent the University may choose to exercise control over activities occurring on its property, over matters covered by the University's Honor or Judiciary Committees, or pursuant to other University policies or procedures that may pertain to the activities of the fraternal organization. The parties understand and agree that the fraternal organization is not required to enter into this Agreement and the only result of the fraternal organization terminating or failing to execute this Agreement will be the loss of the benefits described in this Agreement.

3. The Fraternal Organization's Dealings with Third Parties

When a fraternal organization with residential facilities makes the property available to another organization or individual, the fraternal organization's obligations to its governing council (BFC, IFC, ISC, or MGC) and to the University through this contract continue to be in force; the fraternal organization's agreement with the user of the property shall include measures for requiring oversight by the fraternal organization.

Further, 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 explain its relationship with the University. The fraternal organization shall include the following statement (or another similar statement approved in advance in writing by the University Office of the Dean of Students/Fraternity & Sorority Life) in the fraternal organization's letters, messages, contracts, publications and other such written or internet communicated materials (except intra-University and intra-fraternal organization correspondence):

Although this fraternal organization has members who are University of Virginia students, the organization is independent of the University which is not responsible for the organization's contracts, acts or omissions.

4. Use of the University's Name and Symbol

The University does not encourage the use of its name as part of the fraternal organization's name, but will allow such use to reinforce the fraternal organization's duties under Section 3 above. The University reserves the right to direct the fraternal organization not to use its name at any time at its sole discretion. Such action may be taken, without limitation, if the University determines that the fraternal organization has not taken reasonable steps to assure that those with whom it deals form the impression that it is controlled by, or acting on behalf of, the University. To avoid such confusion, the University recommends use of the University's name as part of the fraternal organization's name in the form of "The XYZ fraternal organization at the University of Virginia." The University of Virginia XYZ fraternal organization" is not acceptable and cannot be used.

The fraternal organization shall not use any marks, symbols, logos, mottoes or indicia of the University without its express prior written consent.

5. Taxes

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

WITNESS

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6. **Liability, Insurance and Defense**
   The fraternal organization understands and agrees that the University, the Commonwealth of Virginia, and the officers, employees, or agents of either will not be liable for any of the fraternal organization's contracts, torts, or other acts or omissions, or those by the fraternal organization's directors, officers, members, staff or activity participants. The fraternal organization understands and agrees that neither it nor its directors, officers, members, staff, or activity participants 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.

7. **Non-discrimination**
   The fraternal organization is ineligible for Fraternal Organization Agreement status when membership and/or activity is restricted by reason of age, citizenship, color, disability, gender, race, religion, national origin, political affiliation, sexual orientation, or status as a disabled veteran or veteran of the Vietnam era. In determining cases of discrimination, it is not sufficient to look 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 gender. The fraternal organization shall consider the needs of persons with disabilities in planning and conducting membership recruitment and the fraternal organization’s activities.

8. **Use of Facilities**
   The University hereby makes the fraternal organization eligible for use of the University's facilities, subject to the policies and procedures of the University and Student Council applicable to such facilities.

9. **Rush, Recruitment or Membership Intake**
   In order to lessen the disruption of the University's academic functions, the fraternal organization shall not engage in rush, recruitment or membership intake until the date determined by the University.

10. **Housing and Fire Safety**
    The fraternal organization which owns or leases a residence(s) for fraternal purposes agrees 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. Appointments will be scheduled by the BFC, IFC, ISC, and MGC annually.

11. **Use of Facilities**
    (a) As a condition of the University's acceptance or annual renewal of the Agreement, the fraternal organization shall submit to the Office of the Dean of Students/Fraternity & Sorority Life:
        (1) For fraternal organizations with residential facilities ("house"), a copy of its current house rules, including a stipulation that, with the exception of a duly appointed house director, only University students in good standing in a degree-granting program may live in the house;
        (2) A written Chapter Report conforming to the template provided by the Office of the Dean of Students/Fraternity & Sorority Life, demonstrating that the Chapter has met education and training standards established by that office. The Report shall list all of the Chapter members by full name, school and year. The Report shall provide a detailed demonstration of the Chapter’s compliance with its Chapter Statement commitments and with related University rules and regulations, with particular emphasis on measures for self-monitoring and enforcement. In its discretion, the Office of the Dean of Students may require Chapters to report more than annually.
        (3) A written Chapter Statement that the fraternal organization has and will abide by a policy with respect to each of the following:
            (i) For fraternal organizations with residential facilities, that the house is free of illegal drugs, use of such drugs, and transactions involving them.
            (ii) For fraternal organizations with residential facilities, that underage persons (members, pledges and others) shall not consume or possess alcoholic beverages in the house, and that underage persons are not offered such beverages in the house.
            (iii) That the Chapter's sponsored events shall be free of illegal drugs, use of such drugs and transactions involving them, as well as the consumption and possession of alcoholic beverages by underage persons and the provision of such beverages to underage persons by the Chapter.
            (iv) That the Chapter shall fully comply with the University's policies on non-discrimination.
            (v) That the Chapter shall fully comply with state law and University policy pertaining to hazing activities and similar conduct involving pledges and new members.
            (vi) That the Chapter shall exercise appropriate care for the personal safety of persons who attend events sponsored by the Chapter, with specific provisions for measures to prevent sexual assaults.
    (b) The University may refer a complaint that the Chapter or its members violated the commitments made in the Statement, in any applicable BFC/IFC/ISC/MGC Standards of Conduct, or in the University Standards of Conduct, to the BFC/IFC/ISC/MGC for investigation and, if a violation is found, enforcement. The University may also refer a case directly for investigation and adjudication to a University hearing body or, in the case of criminal matters, to the police.

12. **Chapter Information**
   The fraternal organization shall provide the University with the following information and shall update it with any changes:
   (a) **HOUSING INFORMATION** (not applicable to Chapters not maintaining a residence(s) for members):
       House(s) Address(es) ____________________________
       (Please print)

   (b) **CHAPTER DIRECTORY INFORMATION:** the following is a list of officers, advisors and corporation board chairpersons of the fraternal organization. Any changes to this list must be forwarded to the University's Office of the Dean of Students/Fraternity & Sorority Life within 10 days of the change.
13. **BFC, IFC, ISC, and MGC Membership**
In order to maintain this agreement with the University, the fraternal organization shall be a member of and abide by the rules and regulations of the BFC, IFC, ISC, or MGC. The fraternal organization understands and agrees that the University does not operate or control the BFC, IFC, ISC, or MGC and that they are not the University's agents.

14. **Term of Agreement**
This Agreement shall be effective for the regular 2004-2005 academic session beginning with fall orientation and terminating on the day after Final Exercises unless terminated earlier by the fraternal organization upon written notice to the University. Further, the University reserves the right to give a fraternal organization a warning which may include conditions, or to suspend or terminate this Agreement for cause. Such action may be taken in the following instances:
   (a) upon a recommendation by the University Judiciary Committee based upon a finding by that committee that the fraternal organization violated the University's Standards of Conduct; or
   (b) upon a recommendation by the appropriate judiciary committee of the four Greek Governing Councils based upon a finding that the fraternal organization violated its Standards of Conduct; or
   (c) upon a determination by the Vice President for Student Affairs that the fraternal organization violated a material provision of this Agreement or engaged in an activity that is detrimental to the University's educational mission.

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 thereof.

16. **Notices**
Any notice under this Agreement shall be deemed given when deposited in the mail, postage prepaid, and addressed as noted below, or to such other persons, at such addresses, as either party may designate for itself and so notify the other party in writing.

If to the Fraternal Organization
(with a copy to the Corporation Board Chairperson): If to the University:
(please print or type)
Office of the Dean of Students/
Fraternity & Sorority Life
P.O. Box 400177
Charlottesville, Virginia 22904-4177

E-Mail Address
It shall be the responsibility of the fraternal organization to assure that the University has current contact information for purposes of this notice provision at all times.

17. **Entire Agreement: Amendments**
This Agreement constitutes the entire agreement between the fraternal organization and the University concerning this subject matter, and it supersedes all prior written or oral agreements concerning this subject matter. This Agreement may not be amended except by written document executed by both parties.

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

NAME OF FRATERNAL ORGANIZATION: ________________________________
THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA

Check one: ___ a non-stock Virginia Corporation
___ an unincorporated association

BY: ___________________________ (Authorized Organization Officer's Printed Name)

BY: ___________________________ (University Authorized Officer)

(Authorized Organization Officer's Signature)

DATE: ___________________________ (Effective Date of Contract)

REVIEWS BY BFC/IFC/ISC/MGC: ___________________________
(Designated Officer)

*PLEASE ATTACH FRATERNAL ORGANIZATION'S CONSTITUTION AND LIST OF OFFICERS, ADVISORS AND CORPORATION BOARD CHAIRPERSONS AND RETURN ALL COPIES OF THIS FORM TO THE OFFICE OF THE DEAN OF STUDENTS/FRATERNITY & SORORITY LIFE, 170 RUGBY ROAD, LOWER LEVEL.

University of Virginia FRATERNAL ORGANIZATION Agreement, 8/10/04
White - Organization (Fraternity/Sorority) Pink - Office of the Dean of Students/ Goldenrod - BFC/IFC/ISC/MGC
Fraternity & Sorority Life