STRUCTURAL/GOVERNANCE RELATIONSHIP BETWEEN THE UNIVERSITY AND SOCIAL FRATERNITIES: AN "ANNUAL CONTRACT" APPROACH

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I. The "benefits" versus "risks" of fraternal organizations

A. The "benefits" to students:
   
   • promote student socialization in group residential setting
   • provide leadership and organizational opportunities
   • encourage hands-on service to the community
   • foster alumni mentoring and networking

B. The "risks" to the institution:
   
   • substandard academic performance when preoccupation with parties eclipses classroom preparation
   • personal injury incidents precipitated by alcohol and drug abuse, and sexual assault
   • impaired town-gown relations stemming from noisy parties, parking spillover, and other nuisance problems
   • deteriorating and unsafe physical facilities resulting from inadequate house management and financing
II. Managing the Fraternal Organization-University Relationship: The UVA Approach

A. The features:

- university standard contract executed annually by fraternal organization officers
- required as a condition to use of university facilities
- underscores that fraternal organizations are entities legally separate from the university
- stipulates responsible development, self-monitoring, and enforcement of house rules to comply with non-discrimination and anti-hazing policies, to assure personal safety of persons who attend events, and to prevent illegal substance use
- describes mechanism and process for suspension or termination of the contract in the event of fraternal organization's breach of contractual commitment and/or violation of salient university policies.

B. The complete text of the "University of Virginia Agreement For a Fraternal Organization":

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 an all-greek black fraternal, interfraternity or intercollegiate council, and which offer educational, service and social opportunities for its 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:

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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, shall be provided to the University by the fraternal organization (unless the current constitution is already on file with the Office of the Dean of Students). The fraternal organization’s provision of a copy of its constitution, may be fulfilled by the submission of a copy expunged of confidential provisions relating to internal matters such as ritual. The fraternal organization shall also provide the University with a list of all current officers, 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, if any, the University chooses to exercise control over activities occurring on its property, or over matters covered by the University’s honor or judiciary systems. 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 (BCG, IRC, or ISC) 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 corporation which is 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. As one of such steps, the fraternal organization shall include the following statement (or another similar statement approved in advance by the University) in the fraternal organization’s letters, contracts, publications and other such written materials (except intramural and intrafraternity organization correspondence):

   Although this fraternal organization has members who are University of Virginia students, the organization is independent of the corporation which is the University and 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 it will allow such use provided that, to reinforce the fraternal organization’s duties under Section 3 above, the fraternal organization takes whatever steps necessary to prevent persons and organizations with which it deals from receiving the impression that the fraternal organization is part of, controlled by or acting on behalf of the University. The University suggests that one such step is for any use of the University’s name as part of the fraternal organization’s name to be 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.
6. Liability, Insurance and Defense
The fraternal organization understands and agrees that the University, the Commonwealth of Virginia, and the employees and 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 shall not discriminate on the basis of race, color, religion, national origin, disability, citizenship, sexual orientation, or age when determining its membership. A fraternal organization as defined in this document may discriminate on the basis of gender. The fraternal organization shall consider the needs of persons with disabilities in planning and conducting membership recruitment and the fraternal organization's activities. In determining cases of discrimination it is not sufficient to look merely to the constitution of the fraternal organization. Its actual practices and operations are also relevant.

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: Membership Intake
In order to lessen the disruption of the University's academic functions, the fraternal organization shall not engage in membership recruitment until the date determined by the University, at least ten class days after the first class day of the fall semester.

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 BPC, IFC, and ISC annually.

11. Chapter Statements
As a condition of the University's acceptance of the Agreement, the fraternal organization shall submit to the Dean of Students (a) for fraternal organizations with residential facilities ("House"), a copy of its house rules including a stipulation that with the exception of a duly appointed house director, only full-time University students in good standing in a degree-granting program may live in the house, (b) information on relevant chapter programs of education for members, and (c) a Statement, attached hereto as Exhibit 1, outlining the policy of the fraternal organization with respect to the following:

1. for fraternal organizations with residential facilities, the house shall be permanently and completely free of illegal drugs, use of such drugs, and transactions involving them;
2. for fraternal organizations with residential facilities, 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;
3. the chapter's sponsored events shall be completely 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;
4. the chapter shall fully comply with the University's policies on non-discrimination;
5. the chapter shall fully comply with law and University policy pertaining to hazing activities and similar conduct involving pledges and new members; and
6. the chapter shall exercise appropriate care to assure the personal safety of persons who attend events sponsored by the chapter, with particular provisions for constructive measures to prevent sexual assaults.

The Statement shall include detailed means of demonstrating compliance with the foregoing chapter commitments and related University rules and regulations, with particular emphasis on measures for self-monitoring and enforcement. In the event that the University receives a complaint that the chapter or persons thereof violated the commitments made in the Statement or in any applicable BPC/IFC/ISC Standards of Conduct, it shall be referred to the BPC/IFC/ISC, as appropriate, for investigation and, if a violation is found, enforcement. In situations of such severity that the University considers it necessary, the University shall coordinate with the BPC/IFC/ISC an investigation of the incident(s) which could include counseling directly with the fraternal organization, site inspections, and/or referral for 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 of the fraternal organization. Any changes to this list must be forwarded to the University’s Office of the Dean of Students within 10 days of the change in officers.

**Name and Telephone Number (Please Print)**

President ________________________________ Vice President ________________________________

Treasurer ________________________________ House Manager ________________________________

Kitchen Manager __________________________ Social Chairperson __________________________

Date of Next Chapter Election ________________________________

Advisor ________________________________ Corporation Board Chairperson __________________________

(Address & Telephone Number) ________________________________

(Address & Telephone Number) ________________________________

13. **BFC, IPC and ISC Membership**
The fraternal organization shall be a member of and abide by the rules and regulations of the Black Fraternal Council (**BFC**), Inter-Fraternity Council (**IPC**) or the Inter-Sorority Council (**ISC**). The fraternal organization understands and agrees that the University does not operate or control the BFC, IPC, ISC, and that they are not the University’s agents.

14. **Term of Agreement**
This Agreement shall be effective for the regular 1994-95 academic session beginning with fall orientation and terminating on the day after graduation 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 that the fraternal organization was found to have violated the University’s Standards of Conduct; or

(b) 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 follows:
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
P.O. Box 708, Newcomb Hall Station, U.Va.
Charlottesville, Virginia 22904

or to such other persons, at such addresses, as either party may designate for itself and so notify the other party in writing.

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 WHEREOF, the parties have executed this Agreement below:

NAME OF FRATERNAL ORGANIZATION: ____________________________

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

BY: ____________________________

{Authorized Organization Officer’s Printed Name}

{Authorized Organization Officer’s Signature}

DATE: ____________________________

REVIEWED BY BFC/IFC/ISC: ____________________________

{Authorized Officer}

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

BY: ____________________________

{University Authorized Officer}

TITLE: ____________________________

DATE: ____________________________

(Effective Date of Contract)

*PLEASE ATTACH FRATERNAL ORGANIZATION’S CONSTITUTION AND LIST OF OFFICERS; AND RETURN ALL COPIES OF THIS FORM TO EITHER THE BFC/IFC OR, ISC.
University of Virginia FRATERNAL ORGANIZATION Agreement, 3/26/94
White – Organization (CID) Pink – Office of the Dean of Students Goldenrod – BFC/IFC/ISC