

SELF-GOVERNED STUDENT ORGANIZATION AGREEMENT

The Trustees of Indiana University (“IU” or “University”) recognize that the availability of a wide range of opportunities and benefits for its students enhances the University environment, and various organizations exist, which are comprised primarily of IU students, and desire that IU provide them with such certain opportunities and benefits. Upon agreement to and compliance with the terms herein,

_____, a Self-Governed Student Organization (“SGSO”), will be entitled to certain benefits provided by IU, which are not generally made available to the public or to non-registered student organizations.

Accordingly, the parties agree as follows:

1. Relationship between IU and the SGSO

The SGSO is an independent entity or independent association of individual students. The University recognizes the important role played by the SGSO in engaging students, creating a diverse co-curricular environment, fostering the expression of students’ ideas and interests, and adding to the unique identity of Indiana University. The relationship between the University and SGSOs is viewed as consistent with the University’s philosophy of education and student self-governance.

To this end, SGSO leaders and members shall assume the responsibility for the organization’s activities and conduct. The University shall make available certain staff and resources in Student Life and Learning (“SLL”) to answer questions regarding the relationship between the University and SGSOs and to provide education and services to support the effective functioning of SGSOs.

The parties agree that the SGSO operates independently and is not an agent, servant, or employee of IU, and neither has the authority to act for the other or commit the other to any activity, transaction, or agreement. Further, IU does not supervise, direct, or control the SGSO’s activities. However, the University does control its facilities, services, and property, and to the extent that such University assets or services are used by the SGSO in conducting its private affairs or activities, the SGSO may be under additional terms and conditions that govern the use of the specific facility, service, or property.

As an independent entity, the SGSO is free to exist or disband at any time. The SGSO is fully responsible for its own activities, and the SGSO’s goals and activities are determined solely by the SGSO, subject to the limitations identified in this Agreement. Provided that the organization meets the requirements of an SGSO as set out by SLL in the Student Organization Handbook, IU is willing to provide certain benefits to the SGSO. Any support of the SGSO by IU, including, but not limited to, the provision of certain opportunities, benefits, or access to resources, is not an endorsement by the University of the SGSO’s beliefs or goals. The SGSO recognizes that the organization is free to exist as a non-registered organization, outside of this Agreement and without the accompanying benefits.

2. Specific Registration Procedures

Some SGSOs engage in activities that involve inherent risk. As such, these SGSOs may be asked to pursue additional registration requirements as recommended by the campus student organization registration committee (“Committee”). This may include submission of a risk mitigation plan to the Committee for approval. This plan may be required to include an assessment of the risks, a member education plan regarding the identified risks, and an explanation of how the SGSO plans to properly mitigate or protect against the identified risks. The SGSO acknowledges and agrees that any additional registration requirements, including the risk mitigation plan, shall not be construed to be a guarantee of the safety or security of the SGSO or its members, and that the SGSO is solely responsible for its own actions.

3. Representations

The SGSO represents that:

- a. The SGSO has taken or will take all necessary institutional steps as required of registering or re-registering SGSOs by SLL. Requirements are listed at <http://studentaffairs.indiana.edu/student-life-learning/>.
- b. The SGSO provided a copy of this Agreement to all members of the SGSO prior to submission for approval, and the membership approved the submission of the signed Agreement.
- c. The SGSO is in compliance with and has reviewed all applicable IU guidelines and rules regarding student organizations, including the Student Organization Handbook, which can be viewed at <http://studentaffairs.indiana.edu/student-life-learning/student-organizations/handbook-policies.shtml>.
- d. The SGSO and its members are subject to the Indiana University Code of Student Rights, Responsibilities, and Conduct.
- e. The SGSO's activities and the activities of its members, whether or not sponsored or officially approved by the SGSO, do not and will not violate local, state, or federal laws or applicable University policies or procedures. Specifically, the SGSO acknowledges that the University has adopted a policy entitled Programs Involving Children ("PIC Policy"). By executing this Agreement, the SGSO is confirming that it is aware of the terms of the PIC Policy and accepts compliance with those terms, when applicable, as an express condition of this Agreement.
- f. The SGSO acknowledges that the University is subject to certain limitations with respect to political activities, and the SGSO agrees to comply with IU policies regarding political activities when such policies apply to the SGSO's activities.
- g. The SGSO will comply with IU policies and procedures that apply to any individual or organization using University facilities or property.
- h. The SGSO's objectives are educational, charitable, cultural, social, or recreational and will not result in the personal or private financial gain of any member.
- i. The SGSO is either a not-for-profit corporate entity or an unincorporated association existing pursuant to the SGSO's constitution.
- j. The SGSO is entering into this 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. Further, the SGSO, acting through its designated officer, has read the Agreement in full, understands it, and agrees to comply fully with its terms.**
- k. The signatory is an officer of the SGSO and is authorized by the members to execute the Agreement on the SGSO's behalf.

4. Dealings with Third Parties

The SGSO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The SGSO 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 independent relationship with respect to the University. SGSO shall, without exception, include the statement found in SLL'S Student Organization Handbook (<http://studentaffairs.indiana.edu/student-life-learning/student-organizations/index.shtml>) explaining its independence from the University in any of the SGSO's written materials, including on its website, its social media pages, and its contracts with third parties. The statement should appear in a type and size that is clear and legible to the reader. Further, all masthead of any publication(s) produced by the SGSO must state: "An independent student publication."

5. Use of the University's Name, Symbols, or Other Identifying Marks

The SGSO will be permitted to use the “SGSO at IU” trademark and other University-provided branding elements in accordance with the Indiana University Trademark Policy found at: <http://iu.licensing.indiana.edu/policies/mainpolicy.shtml>.

The SGSO is not permitted to use any other IU marks, symbols, logos, mottos or other indicia of the University. SGSOs may only indicate an association with IU or with any specific IU unit in a locational sense (i.e. “_____ Club at Indiana University”). **"The Indiana University _____ Club" or any similar use of other University marks (e.g., “IU Club” or “Indiana Club”) is not acceptable and can never be used in any form, including as part of a top-level domain name or email address.**

6. Advisors

SGSOs are required to have at least one advisor who must be currently employed as an IU faculty or staff member. Undergraduate students who are also employees do not qualify. Advisors provide support, consistency, and advice to student organizations, but do not act as supervisors of the organization’s activities. The process of recruiting or replacing an advisor is the responsibility of the SGSO. The Dean of Students reserves the right to remove an advisor in cases of misconduct.

7. Taxes

The SGSO 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 SGSO, any gifts to the SGSO, any interest or other income of the SGSO, or any other activity or purpose of the SGSO. For guidance or assistance with the SGSO’s tax-related issues, the SGSO is responsible for directing inquiries to the appropriate taxing authority (e.g., the Internal Revenue Service or the Indiana Department of Revenue).

8. Liability, Insurance, Defense, and Indemnity

The SGSO and its individual members understand and agree that IU, along with its officers, employees, and agents, will not be liable for any injury, harm, or damages of any kind whatsoever arising out of or in connection with the SGSO’s activities, nor will IU be liable for any of the SGSO's contracts, torts, or other acts or omissions, or those of the SGSO's directors, officers, members, staff, or activity participants.

Certain activities or events in which an SGSO uses the University’s facilities may require proof of insurance coverage that is paid for or otherwise provided by the SGSO. The SGSO understands and agrees that it, its members, and its activity participants are not protected by the University's insurance policies or self-insurance plans, and the University will not provide any legal defense for the SGSO or any such persons in the event of any claim against them. The SGSO may seek legal counsel from IU’s Office of Student Legal Services when appropriate.

The SGSO shall defend, indemnify, and hold harmless the University, and its officers, employees, and/or agents from and against any and all claims made against the University in connection with an SGSO’s acts or omissions, including but not limited to, torts, liabilities or claims under contract, criminal actions, or any claims related to the violation of any of the terms, covenants, and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal, or county governments. The SGSO and its members understand that they may be held personally liable, collectively or individually, for any debts or obligations owed to the University or third-party entities.

9. Student Organization Accounts

If the SGSO is not a registered non-profit entity or corporation, the SGSO may apply for a Student Organization Account (SOA) through the Student Organization Accounts Office. To be approved for an SOA, an SGSO must be approved on SLL’s student organization management website (currently

myINvolvement - <https://myinvolvement.indiana.edu/>), the organization must be in good standing with the University, the SGSO must deposit a minimum of \$50 to open the SOA, and the treasurer of the SGSO must attend an SOA training session and be an enrolled IU student. To receive an SOA, the SGSO cannot have an outside bank account. An SGSO that engages in any fundraising activities shall comply with the guidelines and policies set out in SLL's Student Organizations Handbook.

10. Use of Facilities and Access to University Technology

The SGSO is eligible to use certain University facilities and access certain services and resources, subject to the terms and conditions that the University sets for such facilities, services, and resources. If designated student activity space is assigned to the SGSO, the description of such space and any special conditions applicable to its use shall be communicated by the University.

11. Terms of Agreement

This Agreement becomes effective on the date it is approved by an authorized University official and shall terminate on August 29, 2016, unless terminated earlier by SLL. The SGSO must have its status renewed annually. The University and the SGSO each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend or terminate this Agreement with or without conditions for good cause. Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of the terms of the Agreement or as a breach of the Agreement.

12. Notices

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

13. Entire Agreement; Amendment Process; Signatures

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.

The undersigned attests that he/she is agreeing to all applicable provisions of the Agreement above, and that by signing this Agreement is warranting that he/she is an officer of the organization duly authorized by its members to sign such Agreements. Further, the undersigned is voluntarily accepting the benefits herein in exchange for being bound by the terms herein, including remaining a separate and independent organization, bound by University policy and any and all other applicable laws.

IN WITNESS THEREOF, the parties have executed this Agreement:

Name of

SGSO Signatory (Printed)

SGSO Signatory (Signature)

Title

Date

Authorized by Indiana University Dean of Students

Date

BY: _____
