



## Cornell University Student Activities Office

### **Agreement for a Contracted Independent Organization**

This Agreement, dated as shown on page 3 of this Agreement, by and between Cornell University, ("University"), and the organization shown on page 3, ("IO," or "Independent Organization");

#### **Witness**

Various organizations are comprised primarily of Cornell University students, faculty, or staff and wish the University to provide the organizations with certain benefits. Without necessarily approving or disapproving the goals or activities of particular organizations, the University recognizes that the availability of a wide range of opportunities for its students, faculty and staff tends to enhance the University environment.

Provided the organization meets certain membership requirements, the University is willing to provide certain benefits to certain organizations ("IO's"). However, these benefits should not be misinterpreted as meaning that these organizations are part of or controlled by the University, that the University is responsible for the organizations' contracts or other acts or omissions, or that the University approves of the organizations' goals or activities.

Unless an organization is "sanctioned" by the University as being directly affiliated with a University Department, it is considered to be an Independent Organization (IO). IO's 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 IO which is a party to this Agreement, including all of the University benefits the IO may receive, and all of the conditions for their receipt.

Accordingly, the parties agree as follows:

#### **1. Representations**

The IO represents that it is either a not-for-profit New York State corporation in good standing with the New York State Department of State or an unincorporated association existing under the laws of New York State pursuant to the IO's constitution, a copy of the current version of which, and all future amendments, shall be provided to the University by the IO (unless the current constitution is already on file with the Student Activities Office, a unit of the Office of the Dean of Students). The IO 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 IO's behalf represents that the members of the IO were provided with a copy of this Agreement as proposed and the membership thereafter authorized such person to execute the Agreement.

The IO further represents as a condition of continued registration as an independent student organization that it concurs, and is in compliance, with all provisions of the Guidelines for Student Organization Registration.

#### **2. Relationship between the IO and the University**

The University is a New York State not-for-profit education corporation and the IO is not part of that corporation, but rather exists and operates independently of the University. The IO is not an agent, servant or employee of the University, but rather is independent and 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 IO 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 judiciary system. The parties understand and agree that the IO is not required to enter into this Agreement and the only result of the IO terminating, or failing to execute this Agreement will be the loss of the benefits described in this Agreement.

#### **3. The IO's Dealings with Third Parties**

The IO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The IO 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 IO shall include the following statement (or another similar statement approved in advance by the University) in the IO's letters and other such written materials (except intra-university and intra IO correspondence):

"Although this organization has members who are Cornell University students, faculty, or staff, the organization is independent of the University and is responsible for its own contracts, acts or omissions."

When engaging in legally binding contracts/agreements on behalf of the organization, the IO shall include the following statement which shall be initialed and dated by all parties to the contract or other agreement:

“[NAME OF ORGANIZATION], the party to this agreement/document, is an independent student organization and is neither a unit of Cornell University nor an agent of Cornell University for any purpose. [NAME OF ORGANIZATION] is not authorized to commit Cornell University contractually and therefore this agreement/document does not contain the commitment of, and is not in any manner binding upon or enforceable against, Cornell University.”

#### **4. Use of the University's Name and Symbols; Availability of Advisors**

1. The University does not encourage the use of its name as part of the IO's name, but it will allow such use as a benefit to the IO provided that such use is approved by the Office of the Dean of Students upon request of the IO, and, to reinforce the IO's duties under Section 3 above, the IO takes steps necessary to prevent persons and organizations with which it deals from receiving the impression that the IO is part of, controlled by or acting on behalf of the University. The IO is required to apply to the University's Office of Community Relations and/or the Student Activities Office for prior written approval of all uses of the University's name including any marks, symbols, logos, mottoes or indicia of the University. Independent Organizations that have received permission to use the name “Cornell” in their names must use the university name in a locational sense when entering into legally binding contractual agreements (i.e. “\_\_\_\_\_ Club at Cornell”).
2. It is the responsibility of the IO's to identify a faculty or staff member as advisor and secure the signature of advisor on the registration form. The function of the advisor is to provide guidance and advice to the IO in planning and conducting its activities. Advisors to IOs are not responsible for managing or supervising the IO's activities or affairs. Nor is the availability, or service of the advisor to be construed as altering or affecting in any way the organizational and operational independence of the IO from the University as stipulated in paragraphs 2 and 6 of this Agreement.
3. The IO will include the following statement (in a type and size that is clear and legible to the reader) in the masthead of any publication(s) produced by the IO:

“An independent student publication”

The IO will also include the following statement within the publication in a type and size that is clear and legible to the reader:

"[NAME OF INDEPENDENT ORGANIZATION/STUDENT ENTITY], an independent student organization located at Cornell University, produced and is responsible for the content of this publication. This publication was not reviewed or approved by, nor does it necessarily express or reflect the policies or opinions of, Cornell University or its designated representatives. "

Further, the name of the advisor will be listed within the publication, along with contact information.

#### **5. Taxes**

The IO shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with purchases or sales by the IO, gifts to the IO, interest or other income of the IO, or any other activity of the IO. Gifts can be made to the University and designated for use by the IO provided that such gifts are provided to further the educational, research, and community service missions of the University. As such the University reserves the right to decide if the use of such gifts are consistent with the University's non-profit educational status.

#### **6. Liability, Insurance and Defense**

The IO understands and agrees that the University, the State of New York, and the employees and agents of either will not be liable for any of the IO's contracts, torts, or other acts or omissions, or those by the IO's directors, officers, members, staff or activity participants. The IO understands and agrees that neither it nor its directors officers, members, staff, or activity participants are protected by the University's or the State of New York's insurance policies or self-insurance plans, and that the University and the State will not provide any legal defense for the IO or any such person in the event of any claim against any of them.

Notwithstanding the foregoing, the University agrees to facilitate the purchase of an insurance policy to cover the activities of all undergraduate and graduate IOs which desire the benefits afforded in this agreement. The University makes no guarantee regarding the availability, appropriateness, or completeness of the insurance coverage.

In exchange for the University's assistance in procuring insurance, the IO agrees to name the University on its policy as an additional named insured and to indemnify, hold harmless, and release the University from any claim, act or omission resulting in bodily injury, property damage or any alleged harm due to the IO's use of the University name, property, or

resources. Further, the insurance shall be considered primary to all other valid and collectable insurance which is available to the University for claims made against the University.

### **7. Non-discrimination**

The IO shall not discriminate on the basis of race, color, religion, national origin, disability, gender, citizenship, sexual orientation, or age when determining its membership. Notwithstanding these requirements, a club sport may restrict membership based on gender where selection for such clubs is based upon competitive athletic skill or the activity involved is a contact sport. Organizations may also make requirements based on vocal range or quality which may result in a chorus or choruses of one or predominantly one gender. In determining cases of discrimination it is not sufficient to look merely to the constitution of the IO. Its actual practices and operations are also relevant.

### **8. Hazing**

Cornell University prohibits any organization from engaging in any action or situation which endangers mental or physical health, or involves the consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization. See Campus Code of Conduct and Section 6450 of the Education Law of the State of New York. Pursuant to Section 6450 of the Education Law of the State of New York, the above statement shall be deemed to be part of the by-laws of all organizations registered at Cornell University. The organization agrees that if it engages in conduct in violation of such statement, the nature of the conduct and any sanctions imposed may be reported publicly.

From Cornell University's Campus Code of Conduct (Title Three, Section II, Z):

#### **To haze a person**

Hazing is defined as an act that, as an explicit or implicit condition for initiation to, admission into, affiliation with, or continued membership in a group or organization, could be seen by a reasonable person as endangering the physical health of an individual or as causing mental distress to an individual through, for example, humiliating, intimidating, or demeaning treatment; destroys or removes public or private property; involves the consumption of alcohol, other drugs, or other substances; or violates any of the policies of the university.

For more information on hazing, including regulations and alternative practices, visit [www.hazing.cornell.edu](http://www.hazing.cornell.edu).

### **9. Funding**

To be eligible to receive any funds from the student activities fee collected and administered by the University and Student Assembly, the IO must comply with the provisions adopted by the Board of Trustees, Student Assembly, and/or the Graduate and Professional Student Assembly. If the IO receives any funding, it shall comply with these provisions and related requirements adopted as administered by the Student Activities Office, the Student Assembly, and/or the Graduate and Professional Student Assembly pursuant to the powers delegated to them.

### **10. Use of Facilities**

The University hereby makes the IO eligible for use of the University's facilities, and agrees to license to the IO such facilities, meeting rooms and playing fields subject to the University policies, procedures, and availability of such locations.

### **11. Sports Clubs**

If the IO is a "Sports Club" as defined in the Sports Club Addendum, IO must abide by the provisions of the addendum as a part of this Agreement.

### **12. Term of Agreement**

This Agreement shall become effective as of the date indicated below and shall terminate on the day the insurance policy expires unless terminated earlier by the IO upon written notice to the University. Further, the University reserves the right to give an IO a warning which may include conditions, or to suspend or terminate this Agreement for just cause. Such action may be taken in the following instances:

- a. upon a recommendation by the University Judicial Administrator's office that the IO was found to have violated the University's Code of Conduct; or
- b. upon a determination by the Vice President for Student and Academic Services that the IO violated a material provision of this Agreement or engaged in an activity which is detrimental to the University's educational mission; or
- c. upon recommendation by the Student Assembly and/or the Graduate and Professional Student Assembly that the IO is abusing the rights and privileges afforded by this agreement.

### **13. 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.

### **14. Notices**

Any notice under this Agreement shall be deemed given when deposited in the mail, postage prepaid, and addressed as follows:

If to the IO: (please print or type) :

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If to the University :

Student Activities Office  
Cornell University  
521 Willard Straight Hall  
Ithaca, NY 14853

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

**15. Entire Agreement; Amendments**

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

**\*\* THIS DOCUMENT IS FOR REFERENCE ONLY \*\***

The official document must be submitted on-line at the Student Activities Office/Student Organizations website located at <http://sao.cornell.edu/SO>

For more information, contact the Student Activities Office at (607) 255-4169, or email [activities@cornell.edu](mailto:activities@cornell.edu)