

UNIVERSITY OF VIRGINIA 2021-2022 FRATERNAL ORGANIZATION AGREEMENT

Preamble

Greek-letter social fraternities and sororities (“fraternal organizations”) have been part of student life at the University of Virginia (“University”) since early in its history, with the first such group welcoming members in 1852. Each academic year, thousands of undergraduate students elect to participate in a fraternal organization to enjoy the benefits of membership while matriculating at the University. Many University alumni also retain a meaningful connection to their fraternal organization and provide support to their undergraduate chapter.

This Fraternal Organization Agreement (“Agreement”) between the University and each of its fraternal organizations is intended to set forth the key principles of mutual benefit that exist between them. Fraternal organizations exist separate from and independent of the University, and as such the University does not exercise direction or control over the actions of these unincorporated associations. However, recognizing the benefits of working collaboratively to achieve their respective missions, both parties have agreed to memorialize certain understandings in this Agreement.

Nondiscrimination, Equity, Inclusion and Respect

A core value of the University is to treat all persons with respect and fairness. Every member of our community should feel welcome and all students should have an equal opportunity to participate in student-focused activities. Although a private, unincorporated association, each fraternal organization that is a party to this Agreement agrees to comply with the **University’s Policy on Preventing and Addressing Discrimination and Harassment (HRM-009)** in its selection of new members and in its activities involving University students. The fraternal organization also agrees to comply with the **University’s Policy on Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence (HRM-041)**, including cooperating in any investigation by the University into an alleged violation of that policy by a member or occurring at a function organized or hosted by the fraternal organization. The fraternal organization will also work in good faith to educate and hold accountable its members for any acts that may violate University policy in this important area.

Pursuant to 20. U.S.C. § 1681(a)(6)(A), social fraternal organizations may limit membership on the basis of sex so long as the active membership consists primarily of students matriculating at the University and the fraternal organization is exempt from taxation under the Internal Revenue Code. The University also recognizes the right of a fraternal organization to select new members on the basis of otherwise nondiscriminatory criteria established by the organization.

Self-Governance

Another core value of the University is student self-governance. Consistent with this commitment to give students a wide degree of self-determination on matters of importance, the University recognizes the self-governing nature of the fraternal organizations and their respective councils (specifically, the Inter-Fraternity Council, the Inter-Sorority Council, the Multicultural Greek Council and the National Pan-Hellenic Council). Fraternal organizations are subject to the University's Standards of Conduct and other policies applicable to all students and student organizations. The University may, in its discretion, refer alleged violations of the University's Standards of Conduct or this Agreement by fraternal organizations to the University Judiciary Committee for investigation, adjudication and possible sanction. If the fraternal organization is alleged to have violated the standards of its governing Greek council, such alleged violation will be referred to the respective Greek council for investigation, adjudication and possible sanction, as the University has no jurisdiction over alleged violations of such standards.

The University may elect to suspend this Agreement for a period of time not to exceed 30 days in order to promptly investigate an allegation of organizational misconduct by the fraternal organization in violation of University policy, and make a prompt determination on possible referral of disciplinary charges or termination of this Agreement. The University and the fraternal organization may jointly agree to condition continuation of the Agreement on the fraternal organization undertaking or refraining from certain specified actions. Either party to this Agreement may terminate it, with or without cause, by giving the other party written notice of the same.

Commitment to Ongoing Education

The University exists, in significant part, to educate students who elect to matriculate. The University recognizes this process of education includes experiences inside and outside the classroom, to include academic disciplines, social relationships and broader life skills. Similarly, fraternal organizations whose active membership consists primarily of undergraduate students 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 the fraternal organization agree continuing education of student members is a shared objective.

Recognizing that many fraternal organizations have access to educational programs offered by their national/international organizations and the University more broadly, the parties agree there are a four subjects on which it is particularly critical to insure student members receive targeted education:

- prevention of dangerous and degrading pre-initiation practices involving new members as set forth in the **University's Prohibition of Hazing policy (STUY-005)** ("hazing prevention");

- healthy interpersonal relationships, the importance of effective consent in sexual relationships, prevention of sexual assault and intimate partner violence, and other matters covered by the **University’s Policy on Sexual and Gender-Based Harassment and Other Forms of Interpersonal Violence (HRM-041)** (“sexual respect education and sexual violence prevention”);
- safe and healthy practices regarding the consumption of alcohol, legal prohibitions on underage drinking and use of illegal or non-prescribed drugs and other substances, and other matters included within the **University’s Use of Alcoholic Beverages and Prohibition of Other Drugs policy (STU-001)** (“alcohol/drug use education”); and
- 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”).

The fraternal organization agrees to work with its governing council, national/international headquarters staff, University faculty, and/or staff in the Office of the Dean of Students (“ODOS”) to facilitate participation of at least 70% of its then-active student members each academic year in educational programs covering the above four topics, two of which will be completed in the fall semester and two in the spring semester. Each program should be a minimum of one hour in length and provide some form of opportunity for interactive engagement or discussion by members. The fraternal organization may request an exception to this interactive requirement from ODOS; for example, to view a film or online program on a specific topic. Consistent with the spirit of the Community of Trust that defines the University, the fraternal organization will submit a list of those student members who attended each of the four educational programs to ODOS staff. ODOS staff will accept the submitted representation signed by the fraternal organization’s president on his/her/their honor as true.

In addition, the fraternal organization commits to actively participate in more general targeted education programs provided to all fraternal organizations in the four governing councils, by sending one or more representatives to the annual Greek Leadership and Presidents Conferences facilitated by ODOS for the benefit of the fraternal organizations.

Benefits to the Fraternal Organization

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

- Dedicated support from professional staff members in the Fraternity and Sorority Life unit of ODOS;
- 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 chapter president gatherings, an annual Greek Leadership Conference, an annual chapter Presidents Conference, and other events involving subjects and speakers of interest;
- Assistance in maintaining active websites for each of the four governing councils;
- Professional staff assistance in administrative management of recruitment and intake processes;
- Compilation of chapter and council grade reports and summaries;
- Serving as a resource to national/international headquarters staff, alumnus/alumnae/alumni advisors, and house corporation officers/directors;
- Periodic communication to chapters of emerging best practices and recommendations gleaned from other campuses and through research by groups including the Association of Fraternity/Sorority Advisors; and
- Mediation of intra- and inter-council chapter disputes or incidents.

Strict Prohibition of Hazing

University policy and state law prohibit acts of hazing in student organizations. Acts of hazing are inconsistent with the fraternal organization’s stated mission and values, place students at risk of harm, and impede the University’s ability to carry out its educational mission. The University has created a website (<http://www.virginia.edu/hazing>) that provides information and resources aimed at hazing prevention and education, including how hazing is defined by University policy (**Prohibition of Hazing policy (STUY-005)**). To ensure all persons associated with the fraternal organization 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 fraternal organization presidents of record. The fraternal organization agrees to promptly share the annual hazing notice containing this link with its then-current and prospective/probationary/pledge members, as well as with any other persons directly associated with the fraternal organization or engaged in its activities. This will help insure that everyone is educated on University policy and understands how a report of hazing may be made to the University. The fraternal organization also agrees to facilitate its members’ participation in annual education on hazing prevention as outlined in the “Commitment to Ongoing Education” section of this Agreement.

Submission of Information upon Request

Recognizing the benefits of a cooperative relationship, the fraternal organization agrees to work with the University in good faith in providing timely responses to requests by the University for information of interest to the University in achieving its educational objectives and mission. The University, for its part, agrees to only request information germane to its educational mission, including but not limited to: prompt reporting by the fraternal organization of all new prospective/probationary/pledge members and new initiates; prompt reporting of newly elected officers and advisors of the fraternal organization; and submission of information requested by the University to evaluate the fraternal organization’s compliance

with its commitments in this Agreement and University policies applicable to students or student organizations. The fraternal organization also agrees to cooperate with the University in the investigation of an alleged violation of University policy, including the University's Standards of Conduct or other policies.

Independence of Each Party

As noted in the Preamble to this Agreement, the University and the fraternal organization are independent of each other. The University is an agency of the Commonwealth of Virginia and, in most cases, the fraternal organization is an unincorporated association, often with a charter or other affiliated relationship with a national/international fraternal organization. Neither party to this Agreement may direct, control or legally bind the other to any commitments not specifically set forth in this Agreement. Each party is solely responsible for its own commitments, representations and actions. Similarly, the fraternal organization may not use the University's taxpayer identification number or the University's tax-exempt status in the course of the organization's operations, as this is not authorized by law. The fraternal organization, including its members, officers, advisors and others participating in its activities, are not protected by the University's or the Commonwealth of Virginia's insurance policies or self-insurance plans; nor will the University or the Commonwealth provide a legal defense to the fraternal organization or any affiliated person in the event of a claim against one or more of them. The University encourages the fraternal organization to consult with its inter/national organization, affiliated house corporation, or alumni advisor(s) on the possibility of accessing or obtaining appropriate insurance coverage in the private market.

Although independent of the University, the fraternal organization may hold itself out to the public as "The [fraternal organization name] at the University of Virginia." As with any other Contracted Independent Organization largely comprised of students matriculating at the University, the fraternal organization may not use the University's name, trademarks, intellectual property or other legally protected marks absent express written permission granted by the Vice President and Chief Student Affairs Officer or her/his express designee. This prohibition includes use of the phrase "The University of Virginia [name of fraternal organization]." The reason for this distinction on use of names and marks is to prevent confusion by members of the public as to the actual independence of the fraternal organization with respect to the University and to maintain the legally required supervision by the University of its protected marks.

In order to help insure this distinction is made clear to those who are not parties to this Agreement, the fraternal organization agrees to include the following statement on any website or social media account of the organization, and in any written contracts, proposals, or requests to enter into a contract or agreement with the fraternal organization or to provide a service to the organization: *"Although this organization has members who are University of Virginia students and may have University employees associated with or engaged in its activities or affairs, the organization is not an agent or agency of the University. It is an independent organization responsible for the conduct and management of its own affairs. The University*

does not direct, supervise or control the organization and is not responsible for the organization's contracts, representations, acts or omissions."

Addenda

By mutual agreement, the parties may append to this Agreement one or more written addenda setting forth specific additional commitments related to the governing council with which the fraternal organization affiliates or associates. Such commitments are to be enforced by the fraternal organization's governing council.

Entire Agreement and Term

This Agreement is the entire and complete agreement of the parties as to the subjects expressly covered. It may only be modified in writing, signed by both parties. It is effective on the date it is executed by both parties and will terminate on May 31 of the following year, unless terminated earlier by either party. A notice under this Agreement may be given via email to the signatory on the last page and will be deemed received at the time it is sent electronically to the University email account provided by each party.

By: _____
Name of Fraternal Organization

Signed: _____
Authorized Officer or Agent

Printed Name: _____

UVA Email Address: _____

Office Held: _____

Date Signed: _____

By: **Rector and Visitors of the University of Virginia**

Signed: _____

Printed Name: _____

UVA Email Address: _____

Position: _____

Date Signed: _____

IFC ADDENDUM - SOCIAL FUNCTIONS

For Fraternal Organizations that are members of the Inter-Fraternity Council

In 2015, the Inter-Fraternity Council established a set of guidelines and requirements to help enhance the safety of members and guests at social events hosted by its member fraternal organizations. These guidelines and requirements are mandated by the Inter-Fraternity Council for each of its member fraternal organizations, and failure to comply will subject the member fraternal organization to investigation, hearing and sanction by the Inter-Fraternity Council Judiciary Committee.

The Inter-Fraternity Council has requested that the University include these guidelines and requirements as an addendum to the Fraternal Organization Agreement between each member fraternal organization and the University.

The guidelines and requirements established by the Inter-Fraternity Council are as follows:

Definitions:

A **Tier I** fraternity function is defined as any event sponsored, organized, or hosted by the chapter that runs past 12:00 midnight at which more than 50% of the chapter's members are present and the number of guests exceeds 150 people.

A **Tier II** fraternity function is defined as any event sponsored, organized, or hosted by the chapter that runs past 9:00 pm at which more than 50% of the chapter's members are present and the number of guests matches or exceeds the number of brothers present.

Exempt events are those hosted at a third-party venue licensed in accordance with Virginia law.

Sober brothers are adult members who are sober and lucid at all times, not under the influence of any substance, designated by some form of identifier clearly visible to guests.

Social Event Guidelines:

The following applies to all fraternal organization functions other than exempt events. Events ending prior to 9:00 pm are regulated by IFC Bylaws (Standards for Parties and Social Events).

- a. Providing Resources to Guests: Sober brother monitors
 - i. Tier I events must have a minimum of three (3) sober brothers present at all times, at least two (2) of whom must be an upper-class student, and must provide an additional sober brother for every 40 members of the fraternal organization (defined as all active brothers and prospective/probationary/pledge members).
 - a. At least one sober brother must be present at each of the following:
 1. Point of entry
 2. Stairs leading to residential areas

3. Each point of alcohol distribution
 - ii. Tier II events must have a minimum of two (2) sober brothers, at least one (1) of whom must be an upper-class student.
- b. Reducing High-Risk Drinking
 - i. Pre-mixed drinks, punches, or any other common source of alcohol are prohibited.
 - ii. Beer and wine may be served upon request, unopened in its original container or poured visibly at the bar, respectively, by a sober brother.
 - iii. At Tier I events, hard liquor may not be served unless the fraternity hires a bartender employed by a third-party licensed by the Virginia Alcoholic Beverage Control Board in accordance with Virginia law.
 - iv. At Tier II events, hard liquor may be brought by individuals and placed at a central bar location, overseen by a sober brother.
 - v. Fraternities must provide bottled water readily available at every beverage distribution location and food at a minimum of one distribution location.
- c. Entry Management
 - i. At Tier I events, an IFC-approved security vendor must remain at the entry point throughout the duration of the function.
 - ii. At Tier I events, a printed list (see IFC Bylaws) provided to the security agent must exclusively dictate invited guests for the function.
 - iii. At Tier II events, the fraternity must use a guest list.
- d. Oversight and Awareness
 - i. All functions must be registered with the IFC.
 - a. Tier I events must be registered at least 48 hours in advance
 - b. Tier II events must be registered prior to the event.
 - ii. Sober brothers must have key access to each room in the fraternity house during a fraternity function.
 - iii. The chapter must submit two formalized risk management plans to the IFC at the beginning of each semester.
 - a. The two plans will delineate safety procedures for events hosted before (daytime) and after (nighttime) 9:00 pm.
 - b. The plans must include emergency management procedures.

**ISC / MGC / NPHC ADDENDUM – JOINT RESPONSIBILITY FOR
CO-HOSTED OR CO-SPONSORED SOCIAL FUNCTIONS**

***For Fraternal Organizations that are members of the Inter-Sorority Council, Multicultural
Greek Council and National Pan-Hellenic Council***

In the spirit of mutual responsibility for the health and safety of members of ISC, MGC and NPHC organizations and their guests, social events co-hosted or co-sponsored by any ISC, MGC, or NPHC organization and an IFC fraternity are subject to the IFC social function safety protocols set forth in the IFC Addendum to this Agreement. As such, any ISC, MGC or NPHC organization co-hosting or co-sponsoring a social function with an IFC fraternity is equally responsible and accountable for enforcing these social function safety protocols as well as those mandated by their inter/national organization.

Accountability will be addressed through systems established by each council (if applicable), their inter/national fraternal organization, or the University Judiciary Committee (if such violation also constitutes a violation of the Standards of Conduct).

NIC MEMBER ADDENDUM – ALCOHOL

For Fraternal Organizations that are affiliated through a National/International parent with the North American Interfraternity Conference (NIC) and whose inter/national parent has adopted the following guidelines

[NIC members include all IFC fraternities except Kappa Alpha Order, Kappa Sigma, Phi Delta Theta, Phi Society, St. Anthony Hall (Delta Psi), Tau Kappa Epsilon, Theta Delta Chi and Sigma Phi Epsilon Colony, and also includes NPHC fraternities Alpha Phi Alpha, Kappa Alpha Psi and Phi Beta Sigma]

NIC ALCOHOL & DRUG GUIDELINES

By September 1, 2019, NIC member organizations will evaluate their documents to determine if they are consistent with the following guidelines. As autonomous and self-governing entities, member organizations have the latitude to codify these guidelines in a way that is consistent with their organization's nomenclature, operations, programming, etc. Member organizations are responsible for enforcing their own policies; the NIC does not play a role in policy enforcement.

In any activity or event sponsored or endorsed by the chapter/organization, including those that occur on or off organizational/chapter premises:

1. The chapter/organization, members and guests must comply with all federal, state, provincial and local laws. No person under the legal drinking age may possess, consume, provide or be provided alcoholic beverages.
2. The chapter/organization, members and guests must follow the federal law regarding illegal drugs and controlled substances. No person may possess, use, provide, distribute, sell, and/or manufacture illegal drugs or other controlled substances while on chapter/organizational premises or at any activity or event sponsored or endorsed by the chapter/organization.
3. Alcoholic beverages must either be:
 - a. Provided and sold on a per-drink basis by a licensed and insured third-party vendor (e.g., restaurant, bar, caterer, etc.); or
 - b. Brought by individual members and guests through a bring your own beverage ("BYOB") system.

The presence of alcohol products above 15% alcohol by volume ("ABV") is prohibited on any chapter/organization premises or at any event, except when served by a licensed and insured third-party vendor.

4. Common sources of alcohol, including bulk quantities, which are not being served by a licensed and insured third party vendor, are prohibited (i.e., amounts of alcohol greater than what a reasonable person should consume over the duration of an event).
5. Alcoholic beverages must not be purchased with chapter/organizational funds or funds pooled by members or guests (e.g., admission fees, cover fees, collecting funds through digital apps, etc.).
6. A chapter/organization must not co-host or co-sponsor, or in any way participate in, an activity or event with another group or entity that purchases or provides alcohol.
7. A chapter/organization must not co-host or co-sponsor an event with a bar, event promoter, or alcohol distributor; however, a chapter/organization may rent a bar, restaurant, or other licensed and insured third-party vendor to host a chapter/organization event.
8. Attendance by non-members at any event where alcohol is present must be by invitation only, and the chapter/organization must utilize a guest list system. Attendance at events with alcohol is limited to a 3:1 maximum guest-to-member ratio, and must not exceed local fire or building code capacity of the chapter/organizational premises or host venue.
9. Any event or activity related to the new member joining process (e.g., recruitment, intake, rush, etc.) must be substance free. No alcohol or drugs may be present if the event or activity is related to new member activities, meetings, or initiation into an organization, including but not limited to “bid night,” “big/little” events or activities, “family” events or activities, and any ritual or ceremony.
10. The chapter/organization, members or guests must not permit, encourage, coerce, glorify or participate in any activities involving the rapid consumption of alcohol, such as drinking games.