



# **Student Organization Policy and Related Procedures**

## Table of Contents

[Policy Statement](#) – Page 3

[Delegated Student Organizations](#) – Pages 4-5

[Independent Councils](#) – Pages 5-6

[Independent Student Organizations](#) – Pages 6-8

[DSO/IC/ISO Distinction Chart](#) – Page 9

[Clemson University Staff Support Plan](#)– Pages 9-10

[Annual Registration Procedures](#) – Pages 11-13

[Travel Resources](#) – Page 13

[Independent Student Organization Liaison Plan](#) – Pages 13-14

[Appendix A – ISO Advisor Agreement Form](#) – Page 15

[Appendix B – Agreement for Independent Student Organizations](#) – Pages 16-20

[Appendix C – Agreement for Fraternal Organizations](#) – Pages 21-26

[Appendix D – Agreement for Independent Councils](#) – Pages 27-31

[Appendix E – Student Organization Financial Requirement + Guidelines](#)– Pages 33-34

**Policy statement**

<b>Policy Title:</b> Clemson University Student Organizations Policy
<b>Policy Statement:</b>  <ol style="list-style-type: none"><li>1. A student organization must obtain written approval from the Division of Student Affairs in order to be registered by Clemson University.</li><li>2. A student organization that is not registered shall not use Clemson University trademarks, use “Clemson University” in its name, or imply that it is registered by Clemson University.</li><li>3. The Division of Student Affairs is authorized to establish procedures and requirements for the registration of student organizations consistent with this policy and to implement the same. The procedures and requirements and any amendments thereof must be reviewed by the Office of General Counsel prior to implementation.</li><li>4. The following categories for student organizations are established:<ol style="list-style-type: none"><li>a) Delegated Student Organizations (DSO) are registered student organizations to which the University has delegated certain limited authority to perform specific tasks aligned with the University’s mission. These groups are supervised by Clemson University employees.</li><li>b) Independent Councils (IC) and Independent Student Organizations (ISO) are student organizations that have sought to be registered by the University. ICs and ISOs are independent legal entities from the University, have no delegated authority from the University, are not under the supervision of the University, and do not perform functions on behalf of the University.  ICs have a relationship to or oversight of certain ISOs and defined student populations who have voluntarily elected to affiliate with an IC or to exist under IC jurisdiction. Through an agreement with the University, ICs and ISOs receive certain defined privileges as long as they comply with the requirements of the agreement and applicable University policy.</li></ol></li></ol>
<b>Purpose:</b> The purpose of the Clemson University Student Organization Policy is to define the relationship between student organizations and Clemson University and to provide a process for students to seek registration of their organizations.
<b>Responsible Department/Division (Contact Person):</b> Division of Student Affairs Campus Life Mandy Hays and Josh Barnes
<b>Approval Dates:</b> Executive Leadership Team: March 4, 2019  Reviewed/Revised Dates:
<b>Monitoring Procedures and Exemptions (if applicable):</b> n/a
<b>Published Location(s):</b> Campus Life website

## **Related Policy Procedures<sup>1</sup>**

### **Delegated Student Organizations**

#### Definition

A **Delegated Student Organization (DSO)** is a registered student organization comprised exclusively of Clemson University and Bridge students to which the University has delegated certain limited authority to perform specific tasks aligned with the University's mission. These groups are supervised by Clemson University employees. Delegated Student Organizations are also eligible to submit grant funding requests through the Student Funding Board.

#### Criteria

A program must meet all of the following criteria to be designated as a DSO:

- Student managed but supervised by Clemson University employees
- Delegated certain limited authority to perform certain tasks aligned with the University's mission
- Membership comprised exclusively of Clemson University and Bridge students
- Receives direction and support from a Clemson University employee specifically compensated to provide it
- Organization is in good standing in terms of disciplinary and financial status with Clemson University
- All organization funds held in on-campus accounts

#### Constitution

The DSO shall be required to maintain a constitution, including purposes, primary officers, and primary functions of the organization with the department of Student Involvement and Leadership. The DSO constitution is an internal operational document that may not contain clauses that supersede Clemson University policies or procedures. The constitution shall contain provisions for its own amendment and for approval by the appropriate Clemson University governance body.

#### Funding, Procurement, and Tax Status

South Carolina State procurement policies are applicable to DSOs.

DSOs are eligible to apply for grant funding from student activity fees. These funds are allocated by the Student Funding Board. DSOs are subject to the Student Funding Board policies, like all other student groups at Clemson University. All DSOs funds are housed in and managed through Student Affairs Business Operations or the respective department through which they are supervised.

As agents of Clemson University, DSOs are permitted to use the University's tax identification number and tax status in accordance with established Clemson University policies and procedures. DSOs are not eligible to hold funds in off-campus bank accounts.

#### Use of University Name

Clemson University permits DSOs to use its names, logos, symbols, or seals. Any use of logos, seals, names, etc. shall be in accordance with policies established by Clemson University.

#### Advisor

Clemson University requires DSOs to maintain a supervisor designated by the appropriate department head, dean, Vice President of Student Affairs, or Provost.

#### University Space

DSOs are eligible to reserve University spaces for free and reduced rates (where applicable). Additionally, DSOs may request private space. Space availability will be reviewed and granted on an annual basis. Private

<sup>1</sup> Adapted from the Virginia Polytechnic Institute and State University: Policy and Procedures

space use is a privilege and is not guaranteed for DSOs from year to year. DSOs granted private space may be required to sign a License Agreement annually with the applicable Facility Manager. The License Agreement will outline the terms and conditions of space use on campus, including that the DSOs use of University space is nontransferable and may be revoked by the University at any time.

#### Travel Policy

Delegated Student Organizations are required to meet Clemson University standards for travel. Further, DSOs must register all travel in TigerQuest. Travel insurance may be purchased at <https://www.clemson.edu/administration/risk/accident-insurance/enrollment-request-form.html>

#### Registration Procedures

DSOs are required to re-register through Student Involvement and Leadership annually. In order to complete the registration process, DSOs must complete the process as described on pages 11-13 – Annual Registration Procedures.

### **Independent Councils**

#### Definition

**Independent Councils (IC)** are student organizations that have sought to be registered by the University. ICs are independent legal entities from the University, have no delegated authority from the University, are not under the supervision of the University, and do not perform functions on behalf of the University.

ICs have a relationship to or oversight of certain Independent Student Organizations (ISO) and defined student populations who have voluntarily elected to affiliate with an IC or to exist under IC jurisdiction. Through an agreement with the University, ICs and ISOs receive certain defined privileges as long as they comply with the requirements of the agreement and applicable University policy. ICs are comprised exclusively of Clemson University and Bridge students. ICs are, upon completion of registration requirements, entitled to certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Registered Independent Councils are also eligible to submit grant funding requests through the Student Funding Board. In addition, ICs are required to register annually and agree to abide by all relevant policies and procedures established by the University regarding Independent Councils.

#### Criteria

An organization must meet all of the following criteria to be designated an IC:

- Have a relationship to or oversight of certain Independent Student Organizations and defined student populations who have voluntarily elected to affiliate with an IC or to exist under IC jurisdiction
- Membership comprised exclusively of Clemson University and Bridge students
- Organization is in good standing in terms of disciplinary and financial status with Clemson University

#### Constitution

Independent Councils are not required to maintain a constitution. If an IC maintains a constitution, Clemson University shall not require knowledge of approval of amendment procedures. Student Involvement and Leadership will maintain copies of constitutions at the request of the IC.

#### Funding, Procurement, and Tax Status

Clemson University will not enter into contracts on behalf of an IC. Independent Councils should only enter into contracts on their behalf. ICs do not have authority to enter into a contract on behalf of Clemson University. ICs are eligible to apply for grant funding from the student activity fees. These funds are allocated by the Student Funding Board. ICs are subject to the Student Funding Board policies, like all other student groups at Clemson University. Clemson University is not responsible for any services, equipment, rentals, performers, goods, or other items purchased by ICs. Any property or good purchased is solely owned and maintained by ICs not Clemson University.

It is the responsibility of each IC to establish its Internal Revenue Service (IRS) tax identification number and classification. ICs shall not use Clemson University's tax identification number at any time.

#### Use of University Name

ICs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Independent Councils may not include Clemson University or CU in front of the group's name. These name changes must be reflected in all future representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

#### Liaisons

At its discretion, Clemson University may designate an employee to support individual Independent Councils. More information can be found on pages 8-10 – Clemson University Staff Support Plan.

#### University Space

ICs are eligible to reserve University spaces for free and reduced rates (where applicable). Additionally, ICs may request non-reservable space. Space availability will be reviewed and granted on an annual basis. Use of space is a privilege and is not guaranteed for ICs from year to year. ICs granted non-reservable space may be required to sign a License Agreement annually with the applicable Facility Manager. The License Agreement will outline the terms and conditions of space use on campus, including that the ICs use of University space is nontransferable and may be revoked by the University at any time.

#### Travel Policy

Independent Councils are encouraged to meet Clemson University standards for travel. ICs should register all travel in TigerQuest. Clemson University will provide resources to support travel by ICs as outlined on page 13 – Travel Resources. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the IC. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in IC travel, whether occurring on University property or any other location. Each IC is encouraged to purchase liability insurance to cover the IC's event with respect to claims by participants or others.

#### Registration Procedures

In order to register as an IC, groups must formally agree with Clemson University and complete the registration requirements, as described on pages 11-13 – Annual Registration Procedures.

### **Independent Student Organizations**

#### Definition

**Independent Student Organizations (ISO)** are student organizations that have sought to be registered by the University. ISOs are independent legal entities from the University, have no delegated authority from the University, are not under the supervision of the University, and do not perform functions on behalf of the University.

ISOs must be comprised exclusively of Clemson University and Bridge students. ISOs, upon completion of registration requirements, receive certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Independent Student Organizations are also eligible to submit grant funding requests through the Student Funding Board. In addition, ISOs are required to register annually and agree to abide by all relevant policies and procedures established by the University regarding Independent Student Organizations.

#### Fraternal Organizations

For the purpose of this policy, fraternal organizations refer to the member organizations of the Interfraternal Council (IFC), College Panhellenic Council (CPC), National Pan-Hellenic Council (NPHC), or Multicultural

Greek Council (MGC). Fraternal Organizations at Clemson University function as Independent Student Organizations. There are some functional differences for these organizations. The membership criteria are unique to Fraternal Organizations, as outlined below. Additionally, Fraternal Organizations sign a separate agreement to register at Clemson University. This document is titled the Agreement for Fraternal Organizations and can be found in Appendix C.

### Criteria

**General ISO criteria** - An organization must meet all of the following:

- Agrees annually to abide by Clemson University policy via the appropriate agreement
- Membership comprised of 100% matriculated Clemson University and Bridge students
- Minimum membership of 6 Clemson University and/or Bridge students
- Organization is in good standing in terms of disciplinary and financial status with Clemson University

**Fraternal Organization criteria** – An organization must meet all of the following:

- Agrees annually to abide by Clemson University policy via the Agreement for Fraternal Organizations – found in Appendix C
- All organizations maintain a minimum 2.7 GPA
- Minimum membership of 6 Clemson University students
  - Greek letter organizations may obtain a waiver of this threshold from the Office of Fraternity and Sorority Life
- Organization is in good standing in terms of disciplinary and financial status with Clemson University
- Membership comprised of 100% matriculated Clemson University students

### Constitution

Independent Student Organizations are not required to maintain a constitution. If an ISO maintains a constitution, Clemson University shall not require knowledge of approval of amendment procedures. The department of Student Involvement and Leadership will maintain copies of constitutions at the request of the ISO.

### Funding, Procurement, and Tax Status

Clemson University will not enter into contracts on behalf of an ISO. Independent Student Organizations should only enter into contracts on their behalf. ISOs do not have authority to enter into a contract on behalf of Clemson University. ISOs are eligible to apply for grant funding from the student activity fees. These funds are allocated by the Student Funding Board. ISOs are subject to the Student Funding Board policies, like all other student groups at Clemson University. Clemson University is not responsible for any services, equipment, rentals, performers, goods, or other items purchased by ISOs. Any property or good purchased is solely owned and maintained by ISOs not Clemson University.

It is the responsibility of each ISO to establish its Internal Revenue Service (IRS) tax identification number and classification. Independent Student Organizations shall not use Clemson University's tax identification number at any time.

### Use of University Name

ISOs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Independent Student Organizations may not include Clemson University or CU in front of the group's name. These name changes must be reflected in all future representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

### Advisor

Clemson University does not require ISOs to maintain a faculty/staff advisor. Clemson University faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers and not in their official capacity as employees. ISO advisors are not covered by University liability insurance. More

information can be found on pages 9-10 – Clemson University Staff Support Plan, on pages 13-14 – Independent Student Organizations Liaison Plan, and in Appendix A – ISO Advisor Acknowledgement Form

#### University Space

ISOs are eligible to reserve University spaces for free and reduced rates (where applicable). However, Clemson University will not designate any non-reservable space for Independent Student Organizations. Clemson University may designate shared or collaborative space for use by ISOs. Shared or collaborative space use is a privilege and is not guaranteed for ISOs from year to year. ISOs granted shared or collaborative space may be required to sign a License Agreement annually with the applicable Facility Manager. The License Agreement will outline the terms and conditions of space use on campus, including that the ISO use of University space is nontransferable and may be revoked by the University at any time.

#### Travel Policy

Independent Student Organizations are encouraged to meet Clemson University standards for travel. ISOs should register all travel in TigerQuest. Clemson University will provide resources to support travel by ISOs as outlined on page 13 – Travel Resources. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the ISO. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in ISO travel, whether occurring on University property or any other location. Each ISO is encouraged to purchase liability insurance to cover the ISO's event with respect to claims by participants or others.

#### Registration

In order to register as an ISO, groups must formally agree with Clemson University and complete the registration requirements, as described on pages 11-13 – Annual Registration Procedures.

#### Affiliation with Independent Councils

Independent Student Organizations may receive support from and/or formally affiliated with Independent Councils. Though Clemson University affiliates with ICs, these groups are not agents of the University. Accordingly, Clemson University does not supervise, direct, or control IC's activities, or by extension, those of ISOs with which they are formally affiliated.



**DSO/IC/ISO Distinction Chart**

<b>Clemson</b>			
	<i>Delegated Student Organizations</i>	<i>Independent Councils</i>	<i>Independent Student Organizations</i>
<b>Defining characteristic</b>	University delegated certain limited authority to perform specific tasks aligned with University mission	Legally separate from Clemson University but have a relationship to or oversight of certain ISOs and defined student populations who have voluntarily elected to affiliate with an IC or to exist under IC jurisdiction	Legally separate from Clemson University but sought to be registered by the University
<b>Membership Criteria</b>	Exclusively Clemson and Bridge students	Exclusively Clemson and Bridge students	Exclusively Clemson and Bridge students
<b>Constitution process</b>	Required and must be amendable by CU	Not required	Not required
<b>Access to tax exemption</b>	Yes	No	No
<b>Use of University name</b>	Yes	Only with permission and must not use Clemson University	Only with permission and must not use Clemson University
<b>Staff support</b>	Advisor required – Clemson University Employee	Designated Clemson employee at University’s discretion	Not required but educational liaison offered through Student Involvement and Leadership and other campus resources
<b>Registration process</b>	Annual by Student Involvement and Leadership and CUSG	Annual by Student Involvement and Leadership and CUSG	Annual by Student Involvement and Leadership and CUSG
<b>Eligible for private office space on campus</b>	Based on availability	Based on availability	No private space - shared space based on availability

**Clemson University Staff Support Plan****Policy**

**Delegated Student Organizations (DSOs)** - Clemson University requires DSOs to maintain a faculty/staff advisor/coach designated by the appropriate department head, dean, Vice President of Student Affairs, or Provost. All appointed faculty/staff advisors/coaches act on behalf of the university as part of their paid job duties and are therefore protected through Clemson University’s liability coverage. Student organization advising responsibilities must be included in the job description of those faculty and staff members who have been appointed or hired to work with DSOs.

**Independent Councils (ICs)** - At its discretion, Clemson University may designate an employee to support individual Independent Councils.

**Independent Student Organizations (ISOs)** - Clemson University does not require ISOs to maintain a faculty/staff advisor. Faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers and are not protected by Clemson University liability coverage. ISO advisors who are not

employees of Clemson University are not covered by University liability insurance. The Independent Student Organizations Liaison Plan will offer areas of support to ISOs. Details can be found on pages 13-14.

#### Delegated Student Organizations (DSOs) Support Parameters

- DSO coaches/advisors must be employed by Clemson University and, as advisors, are acting in their official capacity.
- DSO advisors/coaches will provide continual education, advising, and direction to the group. This support applies to all programs and includes responsibility for approving/disapproving all expenditures of the group.
- There will be regular contact by the University assigned advisor/coach with the leaders of the DSO. Assigned staff will conduct day-to-day mentoring activities.
- DSOs will be required to meet defined standards for advance program planning. When standards are not met, the advisor/coach may act in the interest of the University and cancel the event.
- Clemson University will sign contracts on behalf of the organization. This, in turn, subjects the organization to staff involvement in the contracting process, as well as University review/approval of all contracts. Only the advisor/coach, or designee, will be authorized to make formal offers in such contracting situations.
- Student Affairs Business Operations or the respective department through which they are supervised will administer all funds for the organization. DSOs are not eligible to hold funds in off-campus bank accounts. A designated officer of the DSO will submit Payment Requests in TigerQuest to access funding. The advisor/coach will approve all Payment Requests before funds are dispensed.
- DSO advisors/coaches support the annual DSO registration process, review mandatory constitutions, and enforce any applicable Clemson University financial procedures. Further, advisors/coaches understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.
- In the event a DSO Advisor transitions their role, the sponsoring department is responsible for providing a new Advisor. If the sponsoring department cannot assign a new Advisor to the DSO, the organization will transition to an Independent Student Organization.

#### Independent Councils (ICs) Support Parameters

- IC liaisons must be employed by Clemson University and are acting in their official capacity.
- IC liaisons will provide continual education and advising to the group. This support applies to all programs.
- There will be regular contact by the University assigned advisor/coach with the leaders of the IC. Assigned staff will conduct day-to-day mentoring activities.
- IC liaisons will recommend best practices for advance program planning.
- Student Affairs Business Operations will administer student activity fees designated to the organization. A designated officer of the IC will submit Payment Requests in TigerQuest to access funding.
- IC liaisons will recommend best practices for financial management and enforce any applicable Clemson University financial procedures. However, IC advisors/coaches will hold no control over the organization's expenditure decisions.
- IC liaisons support the annual IC registration process and understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.

#### Independent Student Organizations (ISOs) Advising Parameters

- Clemson University does not require advisors/coaches for ISOs.
- Clemson University faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers and are not protected by Clemson University liability coverage.
- ISO advisors are not covered by University liability insurance for causes of action arising out of their affiliation or interaction with the ISO.

- ISO volunteer advisors/coaches understand Clemson University policies on Alcohol and Drug use, hazing, and non-discrimination.
- As a part of their annual agreement with Clemson University, volunteer advisors for ISOs must be acknowledged. This formal process is completed via the ISO Advisor Acknowledgement Form, found in Appendix A.
- Support and resources are provided to ISOs as outlined on pages 13-14.

## **Annual Registration Procedures**

### Details of the Registration Process

The department of Student Involvement and Leadership will partner with Clemson Undergraduate Student Government, via the Organizations Committee, to register student organizations. CUSG will co-author and co-facilitate organization management meetings, help review submitted materials, and serve as the student voice in the registration process.

Each student organization, regardless of type, will follow a general pattern in their registration process. Each organization must complete all required steps to the online registration form on TigerQuest. Then, each group must complete additional requirements as assigned to their organization category. Each category (DSO, IC, and ISO) is subject and held responsible for slightly different requirements and components based on their classification. The specific registration requirements for each organization type are listed under their unique section found below.

### Registration Cycles

**Fall Registration** – opportunity for new and inactive student groups to indicate their desire to affiliate with or at Clemson University

- Open during October and November. Exact dates to be released at the beginning of the Fall semester
- Components active during this time: Online Registration Form, Financial Management Requirement and Guidelines
- Required for: New groups seeking ISO status and inactive organizations seeking to re-affiliate with Clemson University

**Spring Registration** – annual registration process required for all groups

- Open during January and February. Exact dates to be announced at the beginning of the Fall semester
- Components active during this time: Online Registration Form, Financial Management Requirement and Guidelines, Annual Grant Funding Requests for Student Funding Board
- Required for: Currently registered groups, new groups seeking ISO status, and inactive student organizations seeking to re-affiliate with Clemson University

### Description of the Various Components of Registration

**Online Registration Form**-information gathering tool, hosted on TigerQuest, outlines the overall registration process

- Required information varies depending on type
- Organization Constitution/By-Laws notable portion of the DSO registration
- IC + ISO Agreement-essential portion of the registration for those types
- ICs + ISOs – Off-Campus Bank Account Best Practices Agreement
- Required for: DSOs, ICs, and ISOs

**Financial Management Guidelines**-requirement and best practices for management of off-campus bank accounts

- Required for: ICs + ISOs

**Annual Grant Funding Request**-budget form hosted in TigerQuest

- Optional for completing the registration process
- Budgeted Organizations must submit a plan for year.
- Required for any group seeking Annual Grant Funding

**Updated and amenable constitution**- document with purposes, officers, and primary functions of the group.

- Internal operational document that may not contain clauses that supersede Clemson University policies or procedures.
- The constitution shall contain provisions for its own amendment and for approval by the appropriate Clemson University governance body.
- Required for: DSOs

**IC + ISO Agreement**- defines the terms and conditions for Independent Councils and Independent Student Organizations and their relationship to the University

- Formally establishes independence and full self-governance for ICs and ISOs
- Included in the online registration form on TigerQuest and must be downloaded, signed in hard copy, and uploaded to the registration form on TigerQuest.
- Fraternal Organizations will sign separate agreement.
- Required for: ICs, ISOs

**Organization Management Meeting** – a planning and resources session offered to student organization leaders

- Offered during registration cycles
- Optional for: DSOs, ICs, and ISOs

**Approved University logo or brand mark for the organization**- logos or branding symbols used by the student group that include Clemson University or Clemson symbols

- Must be approved by Clemson's Campus Banner and Design and follow brand standards
- Required for: DSOs, ICs, and ISOs

Registration Requirements for Student Organization Categories

**Delegated Student Organizations (DSOs)**

- TigerQuest Registration form
- Approved university logo/brand mark
- Updated constitution
- List Advisor on TigerQuest
- Optional: Annual Funding Request form, Organization Management Meeting

**Independent Councils (ICs)**

- TigerQuest Registration form
- Appropriate signed IC Agreement
- Off-Campus Bank Account and Financial Best Practices Agreements
- Approved university logo/brand mark
- Optional: Annual Funding Request form, Organization Management Meeting

**Independent Student Organizations (ISOs)**

- TigerQuest Registration Form
- Appropriate signed ISO Agreement
- Completing the Advisor Agreement Form if there is an Advisor

- Off-Campus Bank Account and Financial Best Practices Agreements
- Optional: Having an Advisor, Funding Request form, Organization Management Meeting, if using University marks, the organization logo/brand mark must be approved

#### **New Independent Student Organizations**

- TigerQuest Registration Form
- Appropriate signed ISO agreement
- In-person consultation with Student Involvement and Leadership
- Optional: Having an Advisor, Organization Management Meeting, Annual Funding Request form

#### Status of Organizations who do not Complete Registration Steps

- Immediate de-activation of TigerQuest page
- Inability to reserve space on campus as student group
- Ineligible for Annual Grant Funding requests through Student Funding Board until the following spring
- Ineligible for Contingency Grant Funding requests through Student Funding Board
- Next opportunity to register will be through Fall New Organization Registration
- Inactive organizations that wish to register must meet with Student Involvement and Leadership before completing the registration process

### **Travel Resources**

Independent Councils and Independent Student Organizations are encouraged to meet Clemson University standards for travel. Further, ICs and ISOs should register all travel in TigerQuest. Clemson University will provide educational travel resources for ISOs and ICs as outlined below. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the respective organization. Clemson University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in independent student organization travel, whether occurring on University property or any other location. Each IC and ISO is encouraged to purchase liability insurance to cover all events with respect to claims by participants or others.

Resource #1

#### **Proactive tracking of organization travel tendencies in TigerQuest**

During the annual registration process in TigerQuest, Independent Councils and Independent Student Organizations will be asked about the frequency of their travel. Student Involvement and Leadership will message the officers of all ICs and ISOs that indicate any travel each semester. This email will include a PDF of best practices for travel, a link to the TigerQuest travel tracking form, and a recommendation to register their travel on the aforementioned tracking form.

Resource #2

#### **PDF of Best Practices for Travel available on TigerQuest home page**

Resource #3

#### **Travel consulting available through Student Involvement and Leadership**

The department of Student Involvement and Leadership Liaison Team will be available during all business hours (8am-4:30pm, M-F) to discuss travel best practices. This resource allows for more specific responses than the fixed nature of the PDF of Best Practices for Travel may allow. Providing these resources does not represent a mandate from Clemson University.

Resource #4

#### **International travel tracking with Clemson University Study Abroad**

Clemson University Study Abroad will offer travel tracking for ICs and ISOs traveling abroad for non-academic purposes. This tracking process will allow for students to purchase travel insurance.

## **Independent Student Organization Liaison Plan**

### Policy

Clemson University Student Organization Policy dictates Independent Student Organizations are not required to have advisors. Clemson University faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers and are not protected by Clemson University liability coverage for causes of action arising out of their affiliation on interaction with the ISO. Student Involvement and Leadership will continue to provide educational resources to ISOs. These responsibilities will be written into the job description of all relevant full-time staff and graduate assistants in Student Involvement and Leadership. Educational support provided by the SIL department does not constitute advising or supervision. These interactions are entirely voluntary for ISOs and information provided there within does not constitute a mandate. The topics covered by the Student Organization Liaison Plan are outlined below.

### Topics of Support to Independent Student Organizations

Contracts

Event planning

Travel

Membership recruitment

Off-campus bank accounts

IRS registration

Leadership development

Conflict mediation

Mentorship

Marketing

Officer transition

Meeting effectiveness

Budgeting

Team building

Group communication

**Appendix A – ISO Advisor Acknowledgement Form**

**Independent Student Organizations (ISO)** are student organizations that have sought to be registered by the University. ISOs are independent legal entities from the University, have no delegated authority from the University, are not under the supervision of the University, and do not perform functions on behalf of the University.

ISOs must be comprised exclusively of Clemson University and Bridge students. ISOs, upon completion of registration requirements, receive certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Independent Student Organizations are also eligible to submit grant funding requests through the Student Funding Board. In addition, ISOs required to register annually and agree to abide by all relevant policies and procedures established by the University regarding Independent Student Organizations.

Clemson University does not require advisors/coaches for Independent Student Organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers for the ISO and are not protected by Clemson University liability coverage for any cause of action arising out of their affiliation or interaction with the ISO.** ISO advisors/coaches who are not employees of Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, and financial management.

By signing this form, I acknowledge my role as an advisor/coach to this Independent Student Organization. I recognize that I am acting as a volunteer in this capacity, no matter my other association(s) with Clemson University. As a result, I accept all liability and responsibility in this capacity and acknowledge I am not covered under University liability insurance related to this role.

Name of Independent Student Organization: \_\_\_\_\_

Printed Name of Advisor: \_\_\_\_\_

Advisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B – Agreement for Independent Student Organizations (ISOs)

### 2019-20 Agreement for Independent Student Organizations (ISO)<sup>2</sup>

#### 1. Representations and Submissions

The undersigned Independent Student Organization (ISO) represents that for the duration of this Agreement and as a condition of this Agreement that 100% of its members are University or Bridge students and has a minimum of six students as members. The ISO also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the ISO, do not and will not violate local, state, or federal law or the University Code of Conduct. Any violations of local, state, or federal law may result in disciplinary action through the Office of Community and Ethical Standards for the individual members involved.

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

- (a) He/she has read the Agreement in full and understands it;
- (b) He/she is an officer of the ISO and is authorized by the members of the ISO to execute the Agreement on the ISO's behalf; and
- (c) The ISO is entering into the Agreement voluntarily and with the benefit of having had the opportunity to obtain advice from independent legal counsel or another advisor of its choosing.

This agreement does not become effective until approved by the Division of Student Affairs. The ISO agrees to provide any information requested by University officials in a timely manner. The ISO further agrees to submit electronically on TigerQuest any changes in its officers or their contact information within 48 hours of any change.

#### 2. Relationship between the ISO and the University

The University is an institution of the state of South Carolina. The ISO is not a part of the University but rather exists and operates independently of the University. The ISO and the University acknowledge and agree that the ISO is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the ISO's activities; provided, however, the University does control its facilities and property, and to the extent that the ISO seeks to use the University's public facilities or property to conduct its private activities or affairs, the ISO may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, all Clemson University students, including members of ISOs, are subject to the University's Office of Community and Ethical Standards (OCES) for any matters that fall within their jurisdiction. **This agreement is subject to termination if OCES determines that the ISO has violated any University disciplinary standard.** Further, the agreement may be terminated if the organization falls out of good financial standing with the University.

#### 3. The ISO's Dealings with Third Parties

The ISO shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The ISO shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described in paragraph two of this Agreement. As one of such steps, the ISO shall without exception include

<sup>2</sup> Adapted from the Agreement for Contracted Independent Organizations at the University of Virginia



the following statement in the ISO's correspondence, messages, contracts, publications, and other written or internet communications:

*Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.*

The ISO also shall prominently display the preceding statement on the home page of any ISO website and any other web pages (including social media) that describe the structure of the ISO or its relationship to the University.

#### 4. Use of the University's Name and Symbols

ISOs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Independent Student Organizations may not include Clemson University or CU in front of the group's name. These name changes must be reflected in all future representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

The ISO has access to [www.clemson.edu/brand/guide/](http://www.clemson.edu/brand/guide/), which defines proper use of Clemson University's name and logos. The Marketing Officer for the organization can be the ISO President or another designated member. Any other uses of the University marks, symbols, logos, mottos, or other indicia of the University are prohibited without the express prior written approval of Clemson University Campus Banner and Design. For questions about these guidelines, the ISO's marketing officer can contact Tina LeMay at [lemayd@clemson.edu](mailto:lemayd@clemson.edu).

#### 5. Taxes

The ISO 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 ISO, any gifts to the ISO, any interest or other income of the ISO, or any activity or purpose of the ISO.

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

The ISO and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the ISO and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the ISO's activities, nor are they liable for any of the ISO's contracts, torts, or other acts or omissions, or those of the ISO's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the ISO. The ISO understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the ISO are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the ISO or any such person in the event of any claim against any of them. To ensure that all persons associated with the ISO fully understand these terms, the ISO president is responsible to issue the following notification to all of the ISO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the ISO or engaged in its activities:

*NOTICE: You are either considering or currently participating in activities or affairs of an ISO at Clemson University. Although the ISO has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The ISO is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not*

*responsible for the organization's contracts, acts, or omissions. The ISO directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the ISO assumes all responsibility for any such risk. All persons associated with the ISO should ascertain whether they have adequate insurance independently or through the ISO to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of an ISO.*

#### 7. Funding

The ISO is eligible to apply for grants from student activity fees, which are allocated by the Student Funding Board (SFB). The Student Funding Board processes ISO Annual and Contingency Grant Requests based on available funds and in compliance with the Student Funding Board Constitution. An ISO that receives student activity fees is required to use the funds as it has requested and as approved by SFB. Consistent with the terms of this Agreement, Clemson University is not responsible for and has no control over the ISOs activities funded with student activity fees. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

#### 8. Use of Facilities

Clemson University will not designate any non-reservable space for Independent Student Organizations. Clemson University may designate shared or collaborative space for use by ISOs. Shared or collaborative space use is a privilege and is not guaranteed for ISOs from year to year. Before accessing shared or collaborative space, ISOs must sign a License Agreement with the Division of Student Affairs outlining terms and conditions of space use on campus. Independent Student Organizations are eligible for reduced rates in reservable University spaces.

If the ISO is hosting an event on University property with minors under the age of 18 who are not University students, the ISO may be required to obtain liability insurance. Any ISO planning an event with minors should consult the policies of the Pre-Collegiate Programs Office: <https://www.clemson.edu/administration/pre-collegiate>. In addition, if an ISO is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as an additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

The University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in ISO activities, whether occurring on University property or any other location. Each ISO is encouraged to purchase liability insurance to cover the ISO's event with respect to claims by participants, spectators, or others resulting from ISO activities.

#### 9. Managing Roster

The ISO must submit and maintain an updated roster of ISO members with each member's name and email address. The ISO is responsible to submit any revisions to the ISO roster on TigerQuest within 48 hours of any change.

#### 10. Annual Registration Process and Training Requirements

The ISO must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the ISO Registration policy.

#### 11. Travel Policy

Independent Student Organizations are encouraged to meet Clemson University standards for travel. Further, ISOs should register all travel in TigerQuest. Clemson University will provide resources to support safe travel

by ISOs. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the ISO. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in ISO travel, whether occurring on University property or any other location. Each ISO is encouraged to purchase liability insurance to cover the ISO's event with respect to claims by participants or others.

#### 12. Advisors

Clemson University does not require advisors/coaches for Independent Student Organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to an ISO are acting as volunteers of the ISO and are not protected by Clemson University liability coverage for causes of action arising out of their affiliation or interaction with the ISO.** ISO advisors/coaches who are not employees of Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, and financial management. Educational support provided by Student Involvement and Leadership does not constitute advising or supervision. Such support is entirely voluntary for ISOs, and the ISO is not required to follow any guidance provided during such consultation. However, nothing in this provision shall be deemed to prohibit the University from enforcing the terms of this agreement.

#### 13. Recognition of Independent Councils

Independent Student Organizations may receive support from and/or formally affiliated with Independent Councils. Though Clemson University recognizes ICs, these groups are not agents of the University. Accordingly, Clemson University does not supervise, direct, or control IC's activities, or by extension, those of ISOs with which they are formally affiliated.

#### 14. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The ISO acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made against ISO members, and to determine appropriate sanctions which may include suspension or termination of this agreement, restrictions on the rights of the ISO to use University facilities, and access University services and resources. The ISO's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the ISO.

#### 15. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <http://www.clemson.edu/studentaffairs/student-handbook/safety-policies/hazing.html>. To ensure that all persons associated with the ISO have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The ISO President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the ISO's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the ISO or engaged in its activities.

#### 16. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/general-policies/index.html>.

17. Terms of Agreement

This Agreement becomes effective on the date it is approved by the Division of Student Affairs and must be renewed annually using the TigerQuest platform. The University and the ISO each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early termination or suspension, this Agreement will automatically terminate in the fall of each year on the day following the close of the registration period.

18. 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.

19. Notices

Any notice under this Agreement shall be deemed given when included in the ISO registration form on TigerQuest, which is to be completed by the organization president.

20. Entire Agreement-Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may 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 further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the ISO. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, the Division of Student Affairs, and other University offices or organizations on behalf of the ISO. Further, as the contact person for the ISO, the undersigned is responsible for informing the appropriate individuals within the ISO of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as an ISO. The undersigned is also responsible for updating the ISO's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for SFB's appropriation process and the ISO's registration process. The undersigned understands that he/she is responsible for alerting the ISO's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 16 of this Agreement. The undersigned hereby acknowledges that the ISO is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the ISOs at Clemson University.

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

**Name of ISO:** \_\_\_\_\_

**School Year of Agreement:** \_\_\_\_\_

**By: ISO President Name:** \_\_\_\_\_

*Name in Print*

**Signed: ISO President Name:** \_\_\_\_\_

*Signature*

**Date:** \_\_\_\_\_

**Clemson University, Division of Student Affairs**

**By:** \_\_\_\_\_

## **Appendix C – Agreement for Fraternal Organizations**

### **2018-2019 Agreement for Fraternal Organizations**

This Agreement is made and entered into by Clemson University (“University”) and the undersigned fraternal organization (“Fraternal Organization”).

#### **1. Definitions and Purpose**

For the purposes of this Agreement, fraternal organizations are those organizations governed by the National Pan-Hellenic Council (NPHC), the Inter-Fraternity Council (IFC), Clemson Panhellenic Council (CPC), or the Multicultural Greek Council (MGC), which are comprised of University students and offer educational, service, and social opportunities to their members. Fraternal Organizations enter into this Agreement only to seek certain benefits from the University. The purpose of this Agreement is to describe the entire relationship between the University and the Fraternal Organization, including the benefits the Fraternal Organization may receive from the University if the conditions set forth in this Agreement are met.

#### **2. Representations**

The Fraternal Organization represents that for the duration of this Agreement, and as a condition of this Agreement, all of its officers and any persons living in the Fraternal Organization residence are and will remain University students enrolled in a degree-granting program. The Fraternal Organization also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the Fraternal Organization, do not and will not violate local, state, or federal law or the University Code of Conduct.

The person executing this Agreement on the Fraternal Organization’s behalf represents that:

- A. He/she has read the Agreement in full and understands it;
- B. He/she is an officer of the Fraternal Organization and is authorized by the members of the Fraternal Organization to execute the Agreement on the Fraternal Organization’s behalf;
- C. The Fraternal Organization is entering into the 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.

#### **3. Relationship between the Fraternal Organization and the University**

The Fraternal Organization is a student organization that have sought to be registered by the University. Fraternal Organizations are independent legal entities from the University, have no delegated authority from the University, are not under the supervision of the University, and do not perform functions on behalf of the University. Fraternal Organization and the University acknowledge and agree that the Fraternal Organization is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the Fraternal Organization’s activities; provided, however, the University does control its facilities and property, and to the extent that the Fraternal Organization seeks to use the University’s public facilities or property to conduct its private affairs or activities, the Fraternal Organization may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, the Fraternal Organization and its members are subject to the University Code of Conduct for any matters that fall within their jurisdiction.

#### **4. The Fraternal Organization’s Dealings with Third Parties**

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 to properly explain its relationship with the University as described above in paragraph 3 of this Agreement. As one of such steps, the Fraternal Organization shall without exception

include the following statement in the Fraternal Organization's correspondence, messages, contracts, publications, and other such written or internet communications:

*Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities or affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.*

The Fraternal Organization shall also prominently display the preceding statement on the "Home" page of any Fraternal Organization Web site, TigerQuest page, and any other pages that describe the structure of the Fraternal Organization or its relationship to the University. To demonstrate compliance with this and other requirements under this Agreement, the Fraternal Organization agrees to provide the URL of any Fraternal Organization web sites to the Office of Fraternity and Sorority Life.

#### 5. Use of University's Name and Symbols

Fraternal Organizations shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Fraternal Organizations may not include Clemson University or CU in front of the group's name. These name changes must be reflected in all future representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

The Fraternal Organization has access to [www.clemson.edu/brand/guide/](http://www.clemson.edu/brand/guide/), which defines proper use of Clemson University's name and logos. The Marketing Officer for the organization can be the President or another designated member. Any other uses of the University marks, symbols, logos, mottos, or other indicia of the University are prohibited without the express prior written approval of Clemson University Campus Banner and Design. For questions about these guidelines, the Fraternal Organization's marketing officer can contact Tina LeMay at [lemayd@clemson.edu](mailto:lemayd@clemson.edu).

#### 6. Taxes

The Fraternal Organization 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 Fraternal Organization, any gifts to the Fraternal Organization, any interest or other income of the Fraternal Organization, or any activity or purpose of the Fraternal Organization.

#### 7. Liability, Insurance, Defense, and Notification

The Fraternal Organization and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the Fraternal Organization and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the Fraternal Organization's activities, nor are they liable for any of the Fraternal Organization's contracts, torts, or other acts or omissions, or those of the Fraternal Organization's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the Fraternal Organization. The Fraternal Organization understands and agrees that neither it nor its directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the Fraternal Organization are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the Fraternal Organization or any such person in the event of any claim against any of them. To ensure that all persons associated with the Fraternal Organization fully understand these terms, the Fraternal Organization president is responsible to issue the following notification to all of the Fraternal Organization's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the Fraternal Organization or engaged in its activities:



*NOTICE: You are either considering or currently participating in activities or affairs of a Fraternal Organization at Clemson University. Although the Fraternal Organization has members who are University students, and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The Fraternal Organization is a separate and independent organization which is responsible for and manages its own activities and affairs. The Fraternal Organization does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions. The Fraternal Organization directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the Fraternal Organization assumes all responsibility for any such risk. All persons associated with the Fraternal Organization should ascertain whether they have adequate insurance independently or through the Fraternal Organization to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of a Fraternal Organization.*

#### 8. Rush, Recruitment, or Intake

In order to lessen the disruption of the University's academic functions, the Fraternal Organization agrees, as a condition of this Agreement, not to engage in rush, recruitment, or membership intake until the date determined by the Office of Fraternity and Sorority Life. All fraternal organizations which sponsor a period of new member education, prior to full admittance into membership, must adhere to the following provisions:

- All new member education programs must be completed two weeks prior to the beginning of the final examination period as listed in the Academic Calendar each semester.
- New member education may not be carried over to the following semester.
- With prior written permission from the Office of Fraternity and Sorority Life, the formal initiation ceremony may be held the following semester.
- New member education includes but is not limited to: new member education classes/activities, final votes, final initiation preparation weeks and any and all activities that could cause a new member to be released and non-initiated into full membership.

#### 9. Housing and Fire Safety

Any fraternal organization which owns or leases a residence for fraternal purposes agrees, as a condition of this Agreement, to comply with all applicable regulations of South Carolina Building 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. Any on-campus housing must be fully accessible by University Housing and Dining. Any damage and liability incurred by the Fraternal Organization is solely the responsibility of that organization.

#### 10. Social Functions

Any fraternal organization that hosts an event where alcohol is present must follow the social event policies found on the Fraternity and Sorority Life website located at <http://www.clemson.edu/campus-life/fraternity-sorority-life/chapter-resources.html>.

#### 11. Educational Programming and Submissions

The Fraternal Organization understand and agrees, as a condition of this Agreement, that it will conduct annual educational programming as outlined in the Chapter Excellence Awards and Fraternity and Sorority Life Member Development Program. More information about these requirements can be found on the Fraternity and Sorority Life website <http://www.clemson.edu/campus-life/fraternity-sorority-life/chapter-resources.html>.

#### 12. NPHC, IFC, CPC, and MGC Membership

The Fraternal Organization understands and agrees that, as a condition of this Agreement, it shall maintain active membership in the NPHC, IFC, CPC, or MGC, and further agrees to abide by the rules and regulations of its applicable governing council. The Fraternal Organization acknowledges that the University does not operate or control the NPHC, IFC, CPC, or MGC and that these councils are not the University's agents. Any

Fraternal Organization that seeks to begin a chapter at Clemson University must follow the expansion policies of the governing council where they seek membership.

### 13. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The Fraternal Organization acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made by University students against members of the Fraternal Organization, and to determine appropriate sanctions which may include suspension or termination of the Fraternal Organization Agreement, restrictions on the rights of the Fraternal Organization to use University facilities, and access University services and resources. The Fraternal Organization's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the Fraternal Organization.

### 14. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <https://www.clemson.edu/studentaffairs/studenthandbook/universitypolicies/hazing-policy.html>. To ensure that all persons associated with the Fraternal Organization have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The Fraternal Organization President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the Fraternal Organization's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the Fraternal Organization or engaged in its activities.

### 15. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/general-policies/index.html>.

### 16. Managing Roster

The Fraternal Organization must submit and maintain an updated roster with each member's name and email address. The Fraternal Organization is responsible to submit any revisions to the roster on the Greek Roster System and TigerQuest with 24 hours of any change.

### 17. Annual Registration Process and Training Requirements

The Fraternal Organization must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the ISO Registration policy. As part of the requirements for annual registration, a minimum of one selected officer of the Fraternal Organization must complete the mandatory Student Organization Management Meeting offered during the registration period.

### 18. Travel Policy

Fraternal organizations are encouraged to meet Clemson University standards for travel. Fraternal organizations should register travel in TigerQuest. Clemson University will provide resources to support safe travel. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the Fraternal Organization. Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in fraternal organization travel, whether occurring



on University property or any other location. Each fraternal organization is encouraged to purchase liability insurance to cover the fraternal organization's event with respect to claims by participants or others.

#### 19. Enforcement

The Fraternal Organization acknowledges that the University may file a complaint alleging that the Chapter of its members violated the commitments made in the Fraternal Organization's Chapter Statement and/or applicable NPHC/IFC/CPC/MGC Standards of Conduct with the NPHC/IFC/CPC/MGC for investigation and enforcement. The Fraternal Organization further acknowledges that the University may file a complaint for investigation and adjudication with the Office of Community and Ethical Standards or, in the case of a criminal matter, with local law enforcement.

#### 20. University Benefits

Assuming the conditions set forth in this agreement are met, the Fraternal Organization is eligible to access the services and resources in the Office of Fraternity and Sorority Life. The Fraternal Organization has access to certain privileges to include operating, meeting, advertising, and participating in activities at Clemson University. Activities could include Homecoming, First Friday Parade, formal recruitment, rush, intake, etc. Application for on-campus residential space is a further benefit of this agreement. Additionally, compliant fraternal organizations are eligible for reduced rates in reservable University spaces.

These privileges are subject to the policies and procedures or terms and conditions the University sets for such facilities, services, and resources. Members of the Fraternal Organization must pay the Fraternity and Sorority Life Fee to cover staffing and programming services each semester of their membership. This Fee is reflected on each member's tuition bill. More information about the fee can be found at <http://www.clemson.edu/campus-life/fraternity-sorority-life/fsl-fee.html>.

If the Fraternal Organization is hosting an event on University property with minors under the age of 18 who are not University students, the Fraternal Organization may be required to obtain liability insurance. In addition, if the Fraternal Organization is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as an additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

Clemson University will not provide payment for medical care, or provide life or accident insurance coverage for students or others involved in Fraternal Organization activities, whether occurring on University property or any other location. Each Fraternal Organization is encouraged to purchase liability insurance to cover the Fraternal Organization's event with respect to claims by participants, spectators, or others resulting from Fraternal Organization activities.

#### 21. Advisors

The Fraternal Organization must submit a list of advisors that have been appointed and trained by the (inter)national headquarters. Clemson University does not require faculty and staff members to serve as advisors/coaches for fraternal organizations. **Clemson University faculty and staff members who agree to serve as an advisor/coach to a fraternal organization are acting as volunteers for the fraternal organization and are not protected by Clemson University liability coverage for causes of actions arising out of their affiliation or interaction with the fraternal organization.** Fraternal organization advisors/coaches who are not employees of Clemson University are not covered by University liability insurance. Even when serving as volunteers, Clemson University expects advisors/coaches to understand and support University policies on Alcohol and Drug use, hazing, financial management, and non-discrimination.

22. Term of Agreement

This Agreement becomes effective on the date it is executed by an authorized Clemson University official and must be renewed annually using the TigerQuest platform. The University and the Fraternal Organization each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions for good cause. Absent early termination or suspension, this Agreement will automatically terminate in the spring of each year on the day following the close of the student organization registration period.

23. 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.

24. Notices

Any notice under this Agreement shall be deemed given when included in the student organization registration form on TigerQuest, which is to be completed by the organization president.

25. Entire Agreement: Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may 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 further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the Fraternal Organization. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, Campus Activities and Events, the Office of Fraternity and Sorority Life, and other University offices or organizations on behalf of the Fraternal Organization. Further, as the contact person for the Fraternal Organization, the undersigned is responsible for informing the appropriate individuals within the Fraternal Organization of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as a Fraternal Organization. The undersigned is also responsible for updating the Fraternal Organization's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for the Fraternal Organization's registration process. The undersigned understands that he/she is responsible for alerting the Fraternal Organization's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 15 of this Agreement. The undersigned hereby acknowledges that the Fraternal Organization is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the Fraternal Organizations at Clemson University.

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

**Name of Fraternal Organization:** \_\_\_\_\_

**School Year of Agreement:** \_\_\_\_\_

**By: Fraternal Organization President Name:** \_\_\_\_\_

*Name in Print*

**Signed: Fraternal Organization President Name:** \_\_\_\_\_

*Signature*

**Date:** \_\_\_\_\_

**Clemson University, Office of Fraternity and Sorority Life**

**By: Director of Office of Fraternity and Sorority Life:** \_\_\_\_\_

*Name in Print*

**Signed: Director of Office of Fraternity and Sorority Life:** \_\_\_\_\_

*Signature*

**Date:** \_\_\_\_\_

## **Appendix D – Agreement for Independent Councils**

### **2019-20 Agreement for Independent Councils (IC)<sup>3</sup>**

#### **1. Representations and Submissions**

The undersigned Independent Council (IC) represents that for the duration of this Agreement and as a condition of this Agreement that 100% of its members are University or Bridge students and has a minimum of six students as members. The IC also represents that its activities and the activities of its members, whether or not sponsored or officially approved by the IC, do not and will not violate local, state, or federal law or the University Code of Conduct. Any violations of local, state, or federal law may result in disciplinary action through the Office of Community and Ethical Standards for the individual members involved.

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

- (d) He/she has read the Agreement in full and understands it;
- (e) He/she is an officer of the IC and is authorized by the members of the IC to execute the Agreement on the IC's behalf; and
- (f) The IC is entering into the 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.

This agreement does not become effective until approved by the Division of Student Affairs. The IC agrees to provide any information requested by University officials in a timely manner. The IC further agrees to submit electronically on TigerQuest any changes in its officers or their contact information within 48 hours of any change.

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

The University is an institution of the state of South Carolina. The IC is not a part of the University but rather exists and operates independently of the University. The IC and the University acknowledge and agree that the IC is not an agent, servant, or employee of the University, and neither has authority to act for the other or commit the other to any activity, transaction, or agreement. The University does not supervise, direct, or control the IC's activities; provided, however, the University does control its facilities and property, and to the extent that the IC seeks to use the University's public facilities or property to conduct its private activities or affairs, the IC may be subject to additional terms and conditions governing uses of the specific facility or property. Furthermore, all Clemson University students, including members of ICs, are subject to the University's Office of Community and Ethical Standards for any matters that fall within their jurisdiction. **This agreement is subject to termination if in violation of University disciplinary standards.** Further, the agreement may be terminated if the organization falls out of good financial standing with the University.

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

The IC shall not hold itself out as being part of, controlled by, or acting on behalf of the University. The IC shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members and businesses) to properly explain its relationship with the University as described in paragraph two of this Agreement. As one of such steps, the IC shall without exception include the following statement in the IC's correspondence, messages, contracts, publications, and other written or internet communications:

<sup>3</sup> Adapted from the Agreement for Contracted Independent Organizations at the University of Virginia

*Although this organization has members who are Clemson University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. It is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions.*

The IC also shall prominently display the preceding statement on the home page of any IC website and any other web pages (including social media) that describe the structure of the IC or its relationship to the University.

#### 4. Use of the University's Name and Symbols

ICs shall not represent themselves as agents of Clemson University or use names, logos, symbols, or seals of the University without the expressed written consent of Clemson University. Independent Councils may not include Clemson University or CU in front of the group's name. These name changes must be reflected in all future representations of the organization including but not limited to: outside bank accounts, TigerQuest accounts, apparel, and all printed materials.

The IC has access to [www.clemson.edu/brand/guide/](http://www.clemson.edu/brand/guide/), which defines proper use of Clemson University's name and logos. The Marketing Officer for the organization can be the President or another designated member. Any other uses of the University marks, symbols, logos, mottos, or other indicia of the University are prohibited without the express prior written approval of Clemson University Campus Banner and Design. For questions about these guidelines, the IC's marketing officer can contact Tina LeMay at [lemayd@clemson.edu](mailto:lemayd@clemson.edu).

#### 5. Taxes

The IC 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 IC, any gifts to the IC, any interest or other income of the IC, or any activity or purpose of the IC.

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

The IC and its individual members agree to release, waive, discharge, and hold harmless Clemson University, its trustees, officers, employees, volunteers, and agents. Further, the IC and its members acknowledge and understand that Clemson University, its trustees, officers, employees, volunteers, and agents are not liable for injuries or harm caused to anyone in connection with or arising out of the IC's activities, nor are they liable for any of the IC's contracts, torts, or other acts or omissions, or those of the IC's directors, officers, members, advisors, coaches, staff, activity participants, or any other persons associated with the IC. The IC understands and agrees that neither it nor its directors, officers, members, or activity participants are protected by the University's insurance policies or self-insurance plans, and that the University will not provide any legal defense for the IC or any such person in the event of any claim against any of them. To ensure that all persons associated with the IC fully understand these terms, the IC president is responsible to issue the following notification to all of the IC's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the IC or engaged in its activities:

*NOTICE: You are either considering or currently participating in activities or affairs of an IC at Clemson University. Although the IC has members who are University students and may have University employees associated or engaged in its activities and affairs, the organization is not a part of or an agency of the University. The IC is a separate and independent organization which is responsible for and manages its own activities and affairs. The University does not direct, supervise, or control the organization and is not responsible for the organization's contracts, acts, or omissions. The IC directs all of its own activities and affairs, including but not limited to transportation, travel, tournaments, fundraisers, or any other events. These activities or affairs may, at times, involve a certain amount of risk, and the IC assumes all responsibility for any such risk. All persons associated with the IC should ascertain whether they have adequate insurance*

*independently or through the IC to cover any such risk. Neither the University nor the state of South Carolina provides insurance coverage or legal defense for any claims resulting from the affairs or activities of an IC.*

#### 7. Funding

The IC is eligible to receive student activity fees, which are allocated by the Student Funding Board (SFB). The Student Funding Board processes IC budget requests based on available funds and in compliance with the Student Funding Board Constitution. An IC that receives student activity fees is required to use the funds as it has requested and as approved by SFB. Consistent with the terms of this Agreement, Clemson University is not responsible for and has no control over the ICs activities funded with student activity fees. Under no circumstances may such funds be used to support any activity prohibited by applicable law or University policy.

#### 8. Use of Facilities

Independent Councils are eligible for reduced rates in reservable University spaces. Additionally, ICs may request non-reservable space. Space availability will be reviewed and granted on an annual basis. Use of space is a privilege and is not guaranteed for ICs from year to year. ICs granted private space must sign a License Agreement annually with Student Involvement and Leadership. The License Agreement will outline the terms and conditions of space use on campus, including that the ICs use of University space is nontransferable and may be revoked by the University at any time.

If the IC is hosting an event on University property with minors under the age of 18 who are not University students, the IC may be required to obtain liability insurance. Any IC planning an event with minors should consult the policies of the Pre-Collegiate Programs Office: <https://www.clemson.edu/administration/pre-collegiate>. In addition, if an IC is hosting an event that University staff determines has potential risk of injury to participants and/or guests, the University reserves the right to require liability insurance if the event is taking place on University property. If liability insurance is required, the user and any co-sponsor shall maintain commercial general liability coverage for their activities with a minimum liability limit of \$1,000,000 per occurrence for bodily injury and property damage. **The certificate of insurance shall name Clemson University as additional insured.** A certificate evidencing such coverage shall be provided at least 10 days in advance of the event start date to the reservation administrator associated with the reserved venue.

The University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in IC activities, whether occurring on University property or any other location. Each IC is encouraged to purchase liability insurance to cover the IC's event with respect to claims by participants, spectators, or others resulting from IC activities.

#### 9. Managing Roster

The IC must submit and maintain an updated roster of IC members with each member's name and email address. The IC is responsible to submit any revisions to the IC roster on TigerQuest within 48 hours of any change.

#### 10. Annual Registration Process and Training Requirements

The IC must complete the annual student organization registration process and follow all the procedures of the registration process as laid out in the IC Registration policy.

#### 11. Travel Policy

Independent Councils are encouraged to meet Clemson University standards for travel. Further, ICs should register all travel in TigerQuest. Clemson University will provide resources to support safe travel by ICs. However, the decision to travel and the liability incurred during said travel are solely the responsibility of the IC. Clemson University will not provide payment for medical care or provide life or accident insurance coverage for students or others involved in IC travel, whether occurring on University property or any other

location. Each IC is encouraged to purchase liability insurance to cover the IC's event with respect to claims by participants or others.

#### 12. Liaisons

At its discretion, Clemson University may designate an employee to support individual Independent Councils.

#### 13. Affiliation with Independent Student Organizations

Independent Councils may offer support and/or formally affiliate with Independent Student Organizations. Advice, guidance, mandates, or any other form of direction from ICs to ISOs is the policy of the respective IC. This direction does not emanate from Clemson University, as ICs are not agents of the University.

#### 14. Sexual Harassment, Sexual Violence, and Retaliation

Sexual harassment, sexual violence, and retaliation are prohibited by federal law and University policy. The IC acknowledges that by signing this agreement, the University has the authority to investigate reports of sexual harassment, sexual violence, and retaliation made against IC members, and to determine appropriate sanctions which may include suspension or termination of this agreement, restrictions on the rights of the IC to use University facilities, and access University services and resources. The IC's student members' failure to comply with the University's policy related to Title IX may result in the University severing all ties with the IC.

#### 15. Hazing

Hazing is a crime in South Carolina and is also prohibited by University policy and the University Student Code of Conduct. State or local law enforcement agencies investigate allegations of hazing under South Carolina state law. The Office of Conduct and Ethical Standards investigates allegations of hazing under University policy. The University hazing policy can be found in the Student handbook online which defines clearly activities which would be qualified as hazing. The hazing policy in the student handbook can be found digitally here: <http://www.clemson.edu/studentaffairs/student-handbook/safety-policies/hazing.html>. To ensure that all persons associated with the IC have access to this information and are aware of these resources, the University will include the link to this website and outline hazing policies in writing as part of the online registration process on TigerQuest, as well as review this information during the annual registration meetings and officer training. The IC President is responsible for sending the link of the hazing policy in the student handbook and reviewing hazing policy procedures with all of the IC's current and prospective directors, officers, members, advisors, coaches, staff, activity participants, and any other persons associated with the IC or engaged in its activities.

#### 16. Alcohol and Drug Use Policy

Clemson University prohibits the illicit or unauthorized manufacture, use, possession, distribution or dispensation of alcohol or illegal drugs on University property or as part of any University activity. The University Alcohol and Drug Use Policy can be found in the Student Handbook online or by following this link: <http://www.clemson.edu/studentaffairs/student-handbook/general-policies/index.html>.

#### 17. Terms of Agreement

This Agreement becomes effective on the date it is approved by the Division of Student Affairs and must be renewed annually using the TigerQuest platform. The University and the IC each reserve the right to terminate this Agreement at will upon written notice. The University also may issue a warning or suspend this Agreement with or without conditions at will upon written notice. Absent early termination or suspension, this Agreement will automatically terminate in the fall of each year on the day following the close of the registration period.

#### 18. 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.

19. Notices

Any notice under this Agreement shall be deemed given when included in the IC registration form on TigerQuest, which is to be completed by the organization president.

20. Entire Agreement-Amendments

This Agreement incorporates the parties' entire agreement concerning this matter, supersedes any prior contemporaneous understandings regarding its subject matter, and only may 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 further attests that he/she is bound by the University's Code of Conduct and is knowledgeable of the responsibilities of the officers of the IC. The undersigned is responsible for receiving information, announcements, and email from CUSG/GSG, the Division of Student Affairs, and other University offices or organizations on behalf of the IC. Further, as the contact person for the IC, the undersigned is responsible for informing the appropriate individuals within the IC of announcements and information that is received, thereby making the entire organization accountable and responsible for its duties as an IC. The undersigned is also responsible for updating the IC's information (e.g., officer changes, constitutional amendments), and for checking all mandatory dates, especially those for SFB's appropriation process and the IC's registration process. The undersigned understands that he/she is responsible for alerting the IC's executive members of any and all mandatory University meetings, and for distributing the annual hazing notice referenced in section 16 of this Agreement. The undersigned hereby acknowledges that the IC is responsible for adhering to all local, state, and federal laws, as well as the policies, deadlines, and guidelines applicable to the ICs at Clemson University.

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

**Name of IC:** \_\_\_\_\_

**School Year of Agreement:** \_\_\_\_\_

**By: IC President Name:** \_\_\_\_\_

*Name in Print*

**Signed: IC President Name:** \_\_\_\_\_

*Signature*

**Date:** \_\_\_\_\_

**Clemson University, Division of Student Affairs**

**By:** \_\_\_\_\_

## **Appendix E - Student Organization Financial Management Requirement + Guidelines**

There are many elements that contribute to sustainable, successful organizations. Strong financial management, combined with adequate resources, are essential elements that can go a long way toward achieving your organization's goals. To emphasize the importance of strong financial controls and maintenance of records, the University, along with CUSG and GSG, offers the following best practices related to student organization finances. All student organizations will be asked to acknowledge that they have read and understand these requirements and best practices during the registration process.

### **REQUIREMENT:**

**Bank Account Names** - The name on the bank accounts of Independent Councils and Independent Student Organizations cannot be affiliated with the University (i.e. Clemson University Organization Name) or use the Clemson University Federal Tax-Exempt ID number. Instructions on obtaining an EIN Tax number for banking purposes can be found at the following link: (<http://www.irs.gov/pub/irs-pdf/iss4.pdf>)

### **GUIDELINES:**

#### **Officers' Responsibilities: Checks and Balances**

Your organization is responsible for its own finances and financial records. In order to maintain good financial control, it is necessary for more than one person to hold responsibility for financial transactions. Because the University does not offer on-campus bank accounts for Independent Student Organizations, it is important for each student organization to establish financial controls to limit the risk of mis-management of organization funds. The University recommends that organizations adopt the following measures to insure good financial management and practice for off-campus banking.

#### **Monthly Reconciliation of Bank Statements**

The Financial Officer/Treasurer should maintain expenditure and deposit records in order to allow for a monthly comparison (reconciliation) to the bank statement (in some cases this is an online process with your bank). Document and resolve all differences.

#### **Formal Financial Report**

Depending on the complexity of the student organization, the Financial Officer/Treasurer should make no less than one formal report each semester to the other officers and members of the organization. The report should be reviewed and approved by the organization's members.



### **Double endorsement of expenses**

Requiring two signatures on checks adds an additional control which may help prevent check purchases being made without the consent of a second student organization officer.

### **Name of the organization's Primary Student Officer/President on ATM/Debit Cards**

Having the name of the Primary Student Officer/President on the organization's ATM/Debit Card and only allowing one card for your organization allows for better accountability of the expenditure of your organization's funds.

### **Documentation for ATM and Debit Card Transactions**

Student organizations should limit the use of ATM and debit cards since they rarely provide the paper trail that is helpful in accounting. The use of an ATM to withdraw cash to purchase supplies should also be discouraged since mis-management of organization funds may occur more easily. Subsequent officers may also find it difficult to understand organization expenses without paid invoices, itemized receipts and other appropriate paperwork. ATM and debit cards can be used for any legitimate organizational purposes including purchasing on-line merchandise or to provide a deposit for a service. It is important for those using the ATM/Debit card to turn in itemized receipts and other appropriate paperwork for proof of items/services purchased.

### **Separate financial duties**

The Financial Officer/Treasurer should not be the primary purchasing officer or have access to an ATM or check card. If so, another person needs to reconcile the bank statements to ensure an appropriate system of checks and balances for financial transactions and reconciliation.

### **Keep records public to Officers, Members and Advisors**

Purposeful mismanagement of funds is difficult to conceal when financial records are made public or readily available to the student organization's officers, members and advisors. Public records allow organization representatives to question all expenses, which helps ensure generally accepted use of the organization's resources and protects against misuse of funds. Clemson provides TigerQuest as a secure mechanism for making financial statements available to organization members.

### **Define consequences for misuse of funds**

It is important to address misuse of funds (i.e. embezzlement) in your organization's Constitution and By-laws. Some items to include:

- Definitions
- Methods for monitoring bank accounts
- Consequences for violating policies

By doing so, the student organization states its intentions to be a good steward of organization funds. This acts as a deterrent and leaves no ambiguity regarding the consequences associated with misuse of funds. The point is to deter the activity and outline a course of action in the rare event misuse of funds occurs.

**Have officers remove personal information from bank accounts and change online banking passwords during officer transitions.**

When an officer is no longer associated with the student organization (due to graduation or any other reason) be sure to communicate with the bank and have their personal information removed from any accounts. Transferring account status to a current organization officer ensures a smooth transition for the organization. Additionally, it is very important for security purposes to change the organization's online banking passwords as part of the officer transition process.

**Student Organization Tax Filing Requirements**

Student organizations are viewed as legally distinct from Clemson University and must independently comply with federal and state tax laws, including various filing requirements. Groups should consider incorporating as a best practice.

**Student Organization Accounts over \$100,000**

Student organizations with accounts in excess of \$100,000 should take additional precautions. These accounts should be subject to regular audit and have a bookkeeper to manage their funds.