

STUDENT ORGANIZATION RECOGNITION AGREEMENT

UNION AND INVOLVEMENT SERVICES/TRUMAN STATE UNIVERSITY

This Agreement is entered into by and between Truman State University ("the University") and the Recognized Student Organization designated below ("RSO").

WHEREAS, the University believes that RSOs contribute significantly and positively to the Truman experience by offering service opportunities, leadership development, social connections, and the pursuit of common interests; and

WHEREAS, the University wishes to support RSOs in their efforts to make positive contributions to student experiences; and

WHEREAS, the University recognizes that it does not control the activities of RSOs and that the student officers and members of the organization are ultimately responsible for its vision, values, and activities;

NOW, THEREFORE, the University and the RSO agree to the following terms and conditions for official recognition.

I. GENERAL PROVISIONS

- A. All RSOs are required to comply with the terms of this Agreement. New RSOs must complete the Agreement in order to achieve official recognition. Existing RSOs must review and sign the Agreement annually, typically in August.
- B. Recognition of the RSO is not an endorsement of the organization or its activities by the University. The recognition does, however, provide access to University facilities and services as described in this Agreement.
- C. The University and the RSO acknowledge that the RSO is an independent organization that is seeking the privileges of recognition by the University.
- D. The University has no duties other than those identified in this Agreement and does not assume liability as a consequence of this Agreement.
- E. The University does not assume responsibility for any failure of the RSO to comply with the terms and conditions of this Agreement or for any other acts of the RSO.
- F. The University does not assume responsibility for supervision, control, safety, or security of the RSO or its members, leaders, or participants in the RSO's activities.
- G. The RSO is expected to comply with all federal, state and local laws and regulations and all University policies. These include, but are not limited to: the terms of this Agreement, the Student Conduct Code, Non-Discrimination Policies (e.g., University Sexual Harassment Policy), Access and Disability Services policies, Union and Involvement policies, and policies of the Business Office, Residence Life, Information Technology Services, and the Student Recreation Center, other University facility guidelines, and department requirements (if applicable).
- H. The University is not financially or legally responsible for the RSO.

- I. The RSO is NOT permitted to use the University's trademarks, or tax identification number. The RSO may not misrepresent its affiliation with the University.
- J. The RSO may terminate this Agreement and extinguish all obligations to the University upon written notice to Union and Involvement Services ("U&I"). Recognition will be withdrawn upon receipt of written notice. Any conduct or other inquiries or issues existing at the time of termination may proceed despite such a termination.
- K. The University may terminate this Agreement and extinguish all privileges to the RSO upon written notice to the president/primary contact and faculty/staff advisor of the RSO, sent to their addresses or emails on record with the University.

II. RIGHTS/BENEFITS OF RECOGNITION

- A. RSOs enjoy the following rights/benefits:
 - Organizational support services from U&I;
 - Access to a RSO mailbox;
 - Access to copier/charging capabilities with Union and Involvement Services;
 - Access to campus reservations;
 - Placement on the official list of RSOs;
 - Ability to recruit University students as members;
 - Access to publicity in accord with University policies;
 - Participation in events that are open to all RSOs (e.g., Homecoming, Activities Fair);
 - Access to an organizational website and organizational e-mail account;
 - Eligibility for awards or honors presented to student organizations and their members;
 - Eligibility to request Funds Allotment Council ("FAC") appropriations in accordance with FAC bylaws.

III. ELIGIBILITY FOR CONTINUED RECOGNITION

To maintain recognition by the University, the RSO must remain in good standing. The requirements for good standing are available from U&I, and are published on the U&I website.

IV. RISK MANAGEMENT

- A. RSOs that utilize off-campus sites for events and activities involving University students or organizations must make reasonable efforts to confirm that such off-campus locations make best efforts to ensure they are in compliance with the University's Non-Discrimination Policies.
- B. The University is not responsible for any contract or the terms of any agreement entered into by an RSO without proper authorization by a designated university official (not the RSO's advisor).

C. RSOs sponsoring or participating in events involving students are expected to mitigate potential risk of the events and activities. Risk mitigation efforts include but are not limited to:

- Ensure all events and activities comply with state and federal laws including but not limited to statutes governing substance use, discrimination, accessibility, harassment, hazing, copyrights, gambling, and food service;
- Ensure that participants comply with University policies as well as the policies, bylaws, or other founding documents of the RSO;
- Follow applicable safety and industry standards; and
- Take all reasonable precautions to prevent harm to participants, bystanders, or property.

V. ANTI-HAZING POLICY

The RSO is expected to review and abide by Section 8.050.16 Abusive Affiliation (hazing) of the Student Code of Conduct and Section 578.365 - Hazing of the Revised Statutes of Missouri. The RSO shall cooperate with the University regarding compliance with the Stop Campus Hazing Act.

VI. ACCESSIBILITY

- A. RSOs activities and events must be accessible to members and participants with an ADA-recognized disability.
- B. Scheduling and payment for auxiliary aids and services (e.g. sign language interpreters) are the responsibility of the RSO sponsoring the event and not the University.

VII. NON DISCRIMINATION POLICY

- A. Truman State University is committed to providing equal opportunities in our employment and learning environments. Truman therefore prohibits discrimination and harassment on the basis of race, color, national origin, sex, disability, religion, age, sexual orientation or veteran status in its programs and activities as required by federal and state laws and regulations and University policies and rules.
- B. The RSO must abide by the University's non-discrimination policies, including the University Sexual Harassment Policy. RSO leaders are responsible for promptly reporting to the Office of Institutional Compliance if they become aware of a possible violation of the University's non-discrimination policies.
- C. Concerns and reports regarding the University's non-discrimination policies can be submitted to the Institutional Compliance Officer either in-person at Violette Hall room 1308, or by email to titleix@truman.edu, or by phone at (660) 785-HELP(4357), or by the on-line report form found at conduct.truman.edu/make-a-report.

VIII. DISCIPLINARY PROCEDURES

- A. Disciplinary actions against a RSO will be conducted as set out in the Student Conduct Code. Failure to abide by the Student Conduct Code will result in disciplinary sanctions. All disciplinary concerns must be forwarded to the Director of the Office of Citizenship and Conduct (OCC).

- B. RSO leaders and members are responsible for reporting to OCC any violations or possible violations of the Student Conduct Code committed by the RSO, its leaders, and/or its members.

IX. INDEMNIFICATION CLAUSE

- A. The RSO and its individual active, inactive, or associate members shall indemnify, defend, and hold harmless the State of Missouri, the University's Board of Governors, Truman State University, their officers, employees, volunteers and agents from and against any and all liability, loss, claims, damages, or expenses, including reasonable attorneys' fees, arising from or related to the performance by the University or the RSO or their respective agents of any obligation or responsibility referenced in the Agreement or any other activity undertaken for any purpose by the organization or its individual active, inactive, or associate members, or guests/invitees regardless of whether such activities are negligent or intentional acts or omissions.

X. AGREEMENT EXECUTION

- A. I, the designated leader of the RSO, have read this Agreement and request that the RSO listed below be officially recognized by Truman State University for the current academic year.
- B. Upon execution of this Agreement, the RSO will be granted all privileges normally associated with such recognition as described above.
- C. By providing my written or electronic signature, I agree the RSO will:
- Adhere to the requirements set forth by U&I to maintain "good standing;"
 - Abide by the policies of the University and all applicable federal, state, and local laws;
 - Keep personally identifiable information of members confidential;
 - Authorize U&I to verify that primary leaders are full time, degree seeking students;
 - Confer regularly with the RSO's University faculty/staff advisor;
 - Report suspected or actual violations of the Non-Discrimination Policies and/or the Student Code of Conduct; and
 - Communicate as needed and respond accordingly to requests from U&I.

RSO Representative (print)

Position

Signature

Date

U&I Representative (print)

Position

Signature

Date