

## **RIO ADMINISTRATIVE POLICIES AGREEMENT FOR A REGISTERED INDEPENDENT ORGANIZATIONS**

THIS AGREEMENT, dated as shown on page 4, Section 13, is by and between The President and Board of Regents of the University of Hawai'i and the organization shown on page 4, Section 13 (the "RIO," for "Registered Independent Organization");

### WITNESS

Various organizations comprised primarily of University of Hawai'i-Mānoa students, faculty or staff desire the University to provide the organizations with certain benefits. Without approving or disapproving the goals or activities of particular organizations, the University recognizes that the availability of a wide range of opportunities for its students, faculty and staff tends to enhance the University environment.

The University is thus willing to provide certain benefits to certain organizations (known as "RIOs"), but those benefits should not be misinterpreted as meaning (1) that the RIOs are part of or controlled by the University, (2) that the University is responsible for the RIOs' contracts or other acts or omissions, or (3) that the University approves of the RIOs' goals or activities.

The University does not use the concept of "recognizing" organizations. They are free to exist and operate either with or without any University benefits. The purpose of this Agreement is to describe the entire relationship between the University and the RIO, which is a party to this Agreement, including all of the University benefits the RIO may receive, and all of the conditions for their receipt.

Accordingly, the parties agree as follows:

1. Representations

The RIO represents that it is either incorporated or an unincorporated association existing under the laws of Hawai'i pursuant to the RIO's constitution or statement of purpose, a copy of the current version of which, and all future amendments, shall be maintained on file with the University by the RIO. The RIO shall also provide the University with a list of all current officers and members, their addresses and phone numbers, and any changes made to this list.

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

- (a) the members of the RIO were provided with a copy of this Agreement as proposed and the membership thereafter authorized such person to execute the Agreement; and
- (b) the RIO has consulted with its legal counsel concerning the matters in this Agreement or has had adequate opportunity to do so.

2. Relationship between the RIO and the University

The University is a Hawai'i public educational institution and the RIO is not part of that institution, but rather exists and operates independently of the University. The RIO is not an agent, servant or employee of the University, but rather is an independent entity which manages its own affairs.

The parties understand and agree that this Agreement is the only source of any "control" the University may have over the RIO or its activities, except to the extent, if any, the University chooses to exercise control over activities occurring on its property, or over matters covered by the University's honor or judiciary systems. The parties understand and agree that the RIO is not required to enter into this Agreement and the only result of the RIO terminating, or failing to execute, this Agreement will be the loss of the benefits described in the Agreement or in the University's policies governing RIOs.

3. Relationship with Third Parties

The RIO shall not hold itself out as being part of, controlled by, or acting on behalf of the corporation, which is the University. The RIO shall take affirmative steps in all of its recruitment, business, and other dealings with third parties (including, for example, prospective members, members, and businesses) to explain its relationship with the University. As one of such steps, the RIO shall include the following statement (or another similar statement approved in advance by the University) in the RIO's letters, contracts, publications and other such written materials (except intrauniversity and intraRIO correspondence):

Although this RIO has members who are University of Hawai'i-Mānoa students, faculty or employees, the RIO is independent of the University, which is not responsible for the RIO's contracts, acts or omissions.

4. Use of the University's Name and Symbols

The University does not encourage the use of its name as part of the RIO's name, but it will allow such use provided that, to reinforce the RIO's duties under Section 3 above, the RIO takes whatever steps necessary to prevent persons and organizations with which it deals from receiving the impression that the RIO is part of, controlled by, or acting on behalf of the University. The University suggests that one such step is for any use of the University's name as part of the RIO's name to be in the form of "The XYZ Club at the University of Hawai'i-Mānoa." "The University of Hawai'i-Mānoa, XYZ Club" or "The XYZ Club of the University of Hawai'i – Mānoa" is not acceptable and shall not be used.

The RIO shall not use any marks, symbols, logos, mottos or indicia of the University without the University's express prior written consent.

5. Taxes

The RIO shall not use the University's taxpayer identification number or the University's tax-exempt status in connection with purchases or sales by the RIO, gifts to the RIO, interest or other income of the RIO, or any other activity of the RIO.

6. Liability, Insurance and Defense

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

7. Non-discrimination

The RIO shall not discriminate on the basis of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, or status as a disabled veteran or veteran of the Vietnam era, when determining its membership, except as exempted by federal, state, and local laws and regulations. In determining cases of the discrimination it is not sufficient to look merely to the constitution of the RIO. The RIO's actual practices and operations are also relevant.

8. Funding

To be eligible to receive any funds from the student activity fees collected and administered by the University or its chartered student organizations, the RIO must comply with all pertinent state and University fiscal policies and procedures.

9. Use of Facilities

The University hereby makes the RIO eligible for use of the University's facilities, subject to the respective policies and procedures of the University applicable to such facilities.

10. Term of Agreement

This Agreement shall become effective as of the date written in section 13 and shall terminate on September 30<sup>th</sup> of the applicable academic year or unless terminated earlier by the RIO, with or without cause, by written notice to the University, or by the University for good cause if the RIO fails to cure a violation within ten days after it receives from the University written notice of the violation. Any violation of this Agreement by the RIO shall constitute good cause for termination by the University. For a RIO not changing its authorized representative (contact person), this agreement shall automatically renew upon submission of a RIO Renewal Application on or before September 30<sup>th</sup> of applicable academic year.

11. Waiver

Failure of the University to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or any later breach thereof.

12. Notices

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

Please provide the name and address of the main contact person for the organization. This individual must be the same person identified as the main contact person on the accompanying RIO application (or renewal application).

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

Zip Code

If to the University: Director, Student Life and Development (SLD)  
University of Hawai'i-Mānoa  
2465 Campus Road, CC 208  
Honolulu, HI 96822

13. Entire Agreement; Amendments

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

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

NAME OF RIO: \_\_\_\_\_

BY: \_\_\_\_\_  
RIO Authorized Representative's Name (Main Contact Person)

BY: \_\_\_\_\_  
RIO Authorized Representative's Signature (Main Contact Person)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE PRESIDENT AND BOARD OF REGENTS OF THE UNIVERSITY OF  
HAWAII

BY: \_\_\_\_\_  
University Authorized Officer's Name

BY: \_\_\_\_\_  
University Authorized Officer's Signature

DATE: \_\_\_\_\_  
Effective Date of Agreement