

REGISTERED INDEPENDENT ORGANIZATIONS (RIO) APPLICATION FOR REGISTRATION

This application should be filled out to register your organization at the University of Hawai'i at Manoa. Although registration does not make the RIO a part of or controlled by the University, it allows the organization certain benefits which are reviewed in the RIO Orientation.

The first deadline for submittal is Thursday, September 30, 2009. However, if your organization does not meet this deadline, registration is accepted throughout the academic year.

Who should use this application?

- New organizations forming for the first time
- Organizations that were previously registered, but not in the most recent academic year (2008-2009)
- Organizations that were previously registered, but have made changes to its constitution/charter

If the organization was registered in the most recent academic year (2008-2009) and has not made amendments to its constitution/charter, please use the RIO Renewal Application Form.

We advise registering early so new students looking to get involved have access to your organization's most current information, during summer orientation and at the beginning of the semester. Please contact the SLD office at 956-8178 if you need assistance with this application.

Please submit completed applications to the SLD Office in Campus Center 208 for review and approval.

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The information on this page may appear on the SLD-RIO website and be included in an information folder in the SLD office, to serve as a resource for members of the campus community.

1. Name of Organization _____
Commonly used abbreviation (if any) _____
2. Describe the purpose(s) of the organization clearly and specifically (please limit to 30 words or less):

3. RIO email address (if any) _____ 4. RIO website address (if any): _____
5. Main Contact Person _____ Telephone: _____ UHM email: _____@hawaii.edu
6. Advisor (Optional): _____ Department: _____
UHM Affiliation: _____ Telephone: _____ UHM email: _____@hawaii.edu
7. Membership Requirements/Dues: _____
8. Meeting Day, Time, & Location: _____
9. Programs and Projects Planned: _____

10. Federal Tax ID/EIN# (if any) _____ 10. State General Excise Tax License # (if any) _____
11. Has the organization been registered on campus before? _____ No _____ Yes, under what name(s)

12. Describe any affiliation the organization has with other campus, local, state, national, or international organizations or agencies: _____

13. A copy of this organization's most current constitution is (check one) ___ attached ___ on file ___ was amended and attached.

For Office Use Only-
Category:

- | | | |
|--|---|--|
| <input type="checkbox"/> Academic/Professional | <input type="checkbox"/> Leisure/Recreational | <input type="checkbox"/> Sports/Leisure |
| <input type="checkbox"/> Ethnic/Cultural | <input type="checkbox"/> Political | <input type="checkbox"/> Student Affairs |
| <input type="checkbox"/> Fraternity/Sorority | <input type="checkbox"/> Religious/Spiritual | <input type="checkbox"/> Service |
| <input type="checkbox"/> Honorary Society | | |

Orientation: _____

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14. Identify below the names and positions of 6 individuals **currently** enrolled as students or employed as faculty, APT, or clerical staff at UH Mānoa, who will serve as the designated representatives of the organization. These individuals will be authorized to assume responsibility for the organization. Indicate each person's affiliation with UHM (e.g. faculty, staff, student; faculty & staff-please include department.) Circle the number next to the one person who will sign the "Agreement for a RIO" (page 8) as the main contact person of the organization. This individual will receive regular correspondence from SLD via e-mail. It is this individual's responsibility to pass on information to the organization. Please note: during the review process, the SLD office must confirm each individual's affiliation with UHM before the organization is officially registered.

| Name | Position (e.g. Pres., V.P., Sec., Member) | UH Email Only (@hawaii.edu) | UHM Affiliation (Faculty & Staff-Include Dept.) | *UH Number |
|-------------------------|---|--------------------------------|---|------------|
| (1) Main Contact Person | | | | |
| _____ | _____ | _____@hawaii.edu | _____ | _____ |
| (2) _____ | _____ | _____@hawaii.edu | _____ | _____ |
| (3) _____ | _____ | _____@hawaii.edu | _____ | _____ |
| (4) _____ | _____ | _____@hawaii.edu | _____ | _____ |
| (5) _____ | _____ | _____@hawaii.edu | _____ | _____ |
| (6) _____ | _____ | _____@hawaii.edu | _____ | _____ |

*To obtain your UH Number go to the following URL: www.hawaii.edu/account. After you log into the sign-in box located on this page you will be able to retrieve your 8-digit UH Number.

15. Does the organization conduct pre-initiation activities or rituals for new pledges, associates or members? No Yes
 If "yes", the officers or designated representatives must complete a Pre-Initiation Agreement. Attachment 1 should be completed for all "Non-Greek RIOs Conducting Pledge Activities." Attachment 2 should be completed for all "Fraternities and Sororities Conducting Pledge Activities."

16. Would the organization like an assigned locker? No Yes (If "yes", the officers or designated representatives must agree to abide by all terms and conditions of the RIO Locker Agreement for use.)

17. Would the organization like an assigned mailbox? No Yes (If "yes", the officers or designated representatives must agree to abide by all the terms and conditions of the RIO Mailbox Agreement for use.)

18. IMPORTANT: Officers or designated representatives listed above must review and sign below. By signing, the organization's officers or designated representatives certify that:

- The information provided in this application and additional registration agreements are accurate and that the Student Life and Development (SLD) office will be notified of any changes to this information **in writing** by one of the 6 designated representatives.
- A roster of the organization's current members will be completed (page 5).
- The administrative policies governing Registered Independent Organizations have been received, will be complied with, and will be communicated to all members of the organization.
- The organization will not engage in discriminatory membership practices based upon 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, except as exempted by federal, state, and county laws.
- The individuals listed in item #14 (page 3), authorize the University to release their names, addresses, phone numbers, and email addresses as the representatives of this organization. They may be held personally liable, collectively or individually, for any

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debts or obligations owed to the University by this organization. Financial obligations may be placed on them should such action be deemed appropriate by the Student Life and Development (SLD) office.

- f. INDEMFICATION: This organization shall indemnify, defend, and hold harmless the University of Hawai'i known hereafter as UNIVERSITY and the State of Hawai'i known hereafter as the STATE, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of this organization, its officers, employees, or agents connected with the performance of this agreement, except liability arising out of the negligence of the UNIVERSITY or its employees; (2) all claims, suits, and damages by whomsoever brought or made by reason of the nonobservance or nonperformance of any of the terms, covenants, and conditions herein or the rules, regulations, ordinances, and laws of the federal, state, municipal, or county governments. Furthermore, this organization shall reimburse UNIVERSITY and STATE, and their officers, employees, agents, or any person acting on their behalf for all attorneys' fees, costs, and expenses incurred in connection with the defense of any such claims.
- g. **All new forming RIOs must attend an RIO Orientation Seminar** before their application for registration can be approved. Please contact the SLD office located at the Campus Center, Room 208 or at (808) 956-8178, for more information about scheduling an RIO orientation.
- h. Should names, addresses and phone numbers of any of the 6 designated representatives change during the course of the academic year, the organization must notify the SLD office within 10 working days of that change by filling out the Change of RIO Designated Representatives Form.

We the undersigned certify the above listed information and accept responsibility for the organization named here:

Signatures of designated representatives must be affixed in the same order as listed item #14 (page 3).

NAME OF ORGANIZATION: _____

| | |
|---|--------------------|
| (1) Main Contact Person _____ Print Name | _____ Signature |
| (2) _____ Print Name | _____ Signature |
| (3) _____ Print Name | _____ Signature |
| (4) _____ Print Name | _____ Signature |
| (5) _____ Print Name | _____ Signature |
| (6) _____ Print Name | _____ Signature |

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MEMBERSHIP ROSTER

List below the names and UHM email addresses of other members of the RIO **NOT** including the six members previously listed in item #14 (page 3).

| Name | UHM Email | Name | UHM Email |
|-------------|------------------|-------------|------------------|
| (7) _____ | _____@hawaii.edu | (33) _____ | _____@hawaii.edu |
| (8) _____ | _____@hawaii.edu | (34) _____ | _____@hawaii.edu |
| (9) _____ | _____@hawaii.edu | (35) _____ | _____@hawaii.edu |
| (10) _____ | _____@hawaii.edu | (36) _____ | _____@hawaii.edu |
| (11) _____ | _____@hawaii.edu | (37) _____ | _____@hawaii.edu |
| (12) _____ | _____@hawaii.edu | (38) _____ | _____@hawaii.edu |
| (13) _____ | _____@hawaii.edu | (39) _____ | _____@hawaii.edu |
| (14) _____ | _____@hawaii.edu | (40) _____ | _____@hawaii.edu |
| (15) _____ | _____@hawaii.edu | (41) _____ | _____@hawaii.edu |
| (16) _____ | _____@hawaii.edu | (42) _____ | _____@hawaii.edu |
| (17) _____ | _____@hawaii.edu | (43) _____ | _____@hawaii.edu |
| (18) _____ | _____@hawaii.edu | (44) _____ | _____@hawaii.edu |
| (19) _____ | _____@hawaii.edu | (45) _____ | _____@hawaii.edu |
| (20) _____ | _____@hawaii.edu | (46) _____ | _____@hawaii.edu |
| (21) _____ | _____@hawaii.edu | (47) _____ | _____@hawaii.edu |
| (22) _____ | _____@hawaii.edu | (48) _____ | _____@hawaii.edu |
| (23) _____ | _____@hawaii.edu | (49) _____ | _____@hawaii.edu |
| (24) _____ | _____@hawaii.edu | (50) _____ | _____@hawaii.edu |
| (25) _____ | _____@hawaii.edu | (51) _____ | _____@hawaii.edu |
| (26) _____ | _____@hawaii.edu | (52) _____ | _____@hawaii.edu |
| (27) _____ | _____@hawaii.edu | (53) _____ | _____@hawaii.edu |
| (28) _____ | _____@hawaii.edu | (54) _____ | _____@hawaii.edu |
| (29) _____ | _____@hawaii.edu | (55) _____ | _____@hawaii.edu |
| (30) _____ | _____@hawaii.edu | (56) _____ | _____@hawaii.edu |
| (31) _____ | _____@hawaii.edu | (57) _____ | _____@hawaii.edu |
| (32) _____ | _____@hawaii.edu | (58) _____ | _____@hawaii.edu |

ATTACH ADDITIONAL SHEETS IF NECESSARY

RIO ADMINISTRATIVE POLICIES
UNIVERSITY OF HAWAI'I-MĀNOA
AGREEMENT FOR A REGISTERED INDEPENDENT ORGANIZATION

THIS AGREEMENT, dated as shown on page 9, Section 13, is by and between The President and Board of Regents of the University of Hawai'i and the organization shown on page 9, 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 30th 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 30th 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 contact person for the organization. This individual must be one of the 6 designated representatives and the same person listed on Page 2, Item#5, of this 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

Name of Organization: _____
University of Hawai'i at Mānoa
Student Life and Development (SLD)
Campus Center 208

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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

****ATTACH THE ORGANIZATION'S CONSTITUTION OR STATEMENT OF PURPOSE(S); AND RETURN ALL COPIES OF THIS FORM TO THE STUDENT LIFE AND DEVELOPMENT (SLD) OFFICE LOCATED IN CAMPUS CENTER, ROOM 208.**