



LEAD CENTER
102 Hearst Gym
BERKELEY, CALIFORNIA 94720-4500

TEL 510-642-1448 FAX 510-643-6976

2012 Agreement

NAME OF FRATERNITY/SORORITY: _____

**AGREEMENT FOR SPONSORSHIP OR AFFILIATION
OF FRATERNITIES AND SORORITIES
BY THE UNIVERSITY OF CALIFORNIA, BERKELEY**

Fraternal organizations represent the University of California, Berkeley's largest values-based community, with high standards of ethical leadership expected of all community members; the LEAD Center is here to assist officers achieve success in the four pillars of Leadership, Scholarship, Friendship, and Service.

All recognized fraternal and sorority chapters at the University must be sponsored or affiliated. (Sponsorship applies to non-housed fraternities and sororities, governing councils, and The Order of Omega; affiliation applies to housed fraternities and sororities).

The University of California, Berkeley ("University") recognizes and sponsors or affiliates with individual chapters of the fraternities and sororities of the Interfraternity Council ("IFC"), Multi-Cultural Greek Council ("MCGC"), National Pan-Hellenic Council ("NPHC"), and Panhellenic Council ("PHC"), whose purposes and practices are and remain consistent with those of the University. Official sponsorship or affiliation of these chapters is conferred by the LEAD Center, which serves as the University unit responsible for all such recognized and sponsored or affiliated fraternal and sorority chapters.

The primary emphases of member chapters of the four governing councils (IFC, MCGC, NPHC, PHC) are social, service, and fraternal, along with the personal development of chapter members and are entitled to single gender membership if they meet the provisions of [Title IX of the 1972 Education Amendments](#). Concurrent membership in more than one such fraternal or sorority organization is not permitted. Membership in a fraternal or sorority organization is limited to students at the University of California, Berkeley.

Since sponsorship or affiliation entitles use of the name of the University, among other benefits, actions of a recognized and sponsored or affiliated group reflect directly upon the University. Therefore, recognized and sponsored or affiliated groups must expect and accept a close advisory relationship with the LEAD Center and accept responsibility for compliance with University policies and procedures and their own stated purposes.

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1) Role of the University

Chapters that abide by these requirements for sponsorship or affiliation can expect the University to do the following:

- a) Grant such chapters the right to use the name of the University for identification purposes and/or activities that are consistent with the educational goals of the University and which have the prior specific approval of the [Office of Marketing & Business Outreach](#);
- b) Provide advisory support and assistance in the form of at least two full-time professional and experienced fraternity/sorority development advisors who will guide chapters and act as liaisons with other segments of the University, community constituents, and inter/national headquarters staff, where applicable, and provide resources for leadership, scholarship, community service, risk management, alcohol and other drug education, among other education programs;
- c) Respect the autonomy of chapters as incorporated entities and grant chapters the right to freely choose their members, subject to applicable laws, policies, procedures, regulations, and rules. As such, chapters may be entitled to single sex/gender membership if they meet the provisions of the appropriate sections of the regulations, promulgated federal statutes, polices, procedures, and regulations. In addition, the University, while continuing to expect compliance with applicable laws, policies, procedures, regulations, and rules, shall assume no responsibility for the enforcement of law on, nor liability for, premises not owned or operated by the University;
- d) Grant to chapters the right to reserve University space and facilities in accordance with all policies, procedures, rules, and regulations;
- e) Provide a specially reserved mailbox space in the LEAD Center, that will allow delivery of mail from off campus;
- f) Calculate and distribute, within the limits of applicable University policy and law composite chapter, council, and community semester grade point averages for purposes of academic assistance, retention, and recognition;
- g) Recognize and promote outstanding achievement in leadership, scholarship, and campus or community services;
- h) Allow participation in University-sponsored events such as, but not limited to, Cal Day, Housing Move In, etc;
- i) Facilitate partnership and open discussion with constituents such as, but not limited to University faculty, staff, alumni, parents, Inter/National Headquarters' staff representatives, local volunteer advisors, University of California Police, Berkeley Police Department, Berkeley Fire Department, City of Berkeley, and community neighbors;
- j) Provide, upon request, and within the limits of applicable University policy and law, the ability to communicate with students for purposes of recruitment;
- k) Enable access to any Greek Opportunity Fund resources provided by the Associated Students of the University of California and Student Opportunity Fund resources provided by the University; and
- l) Provide upon request, and within the limits of applicable University policy, a chapter email listserv.

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2) Responsibilities of fraternity and sorority chapters

Each fraternity and sorority must:

- a) Behave ethically and responsibly at all times as befits membership in a values-based community;
- b) Follow its inter/national organization, where applicable, rules, policies, and/or procedures. In cases where University and inter/national rules, policies, and/or procedures differ, University rules, policies, and/or procedures will always take precedence;
- c) Provide the LEAD Center with a copy of its local chapter bylaws and public inter/national constitution, bylaws, and Articles of Incorporation, where applicable;

- d) Indemnify and hold the Regents of the University of California, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Chapter, its officers, agents, or employees;
- e) Chapter, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
 - i. Commercial Form General Liability Insurance (contractual liability included) with a limit of not less than \$1,000,000 per occurrence.
 - ii. If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - iii. Business Automobile Liability for Owned, Scheduled, Non-Owned or Hired Automobiles (where necessary) with a combined single limit of not less than \$1,000,000 per occurrence.
 - iv. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Chapter and University against other insurable risks relating to the performance of this Agreement.

It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of Chapter.

The coverages referred to under 1. and 2. of this Section shall be endorsed to include the Regents of the University of California as an additional insured. ~~Such a provision shall include any claim alleging liability arising out of, in any way related to, or in any way resulting from or involving The Regents' negligence under any legal theory, including but not limited to negligence or negligent failure to supervise.~~

Chapter, upon the execution of this Agreement, shall furnish University with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment) advance written notice to University of any material modification, change, or cancellation of any of the above insurance coverages;

- f) Comply with all requirements for up-to-date membership rosters, including but not limited to current officers, summer contacts, signed statements of compliance with appropriate University policies, grade release agreements for all members, and any other information deemed appropriate and necessary by the LEAD Center, updated within one week of any changes;
- g) Conduct all activities in accordance with federal, state, and local laws and ordinances, University policies and procedures, *Berkeley Campus Regulations*, [Fraternal Information and Programming Group \(FIPG\)](#) policies, Greek Social Code, and inter/national organization policies and procedures. Special note must be made regarding the rights, freedoms, and privacy of others, and conduct that has a possibility of disturbing the peace in the community;
- h) Be a member in good standing of one of the four governing councils (IFC, MCGC, NPHC, PHC) and participate regularly, fully, and appropriately in accordance with all applicable policies, rules, and regulations of that council and/or inter/national council;
- i) Be a member in good standing with the inter/national governing council (where applicable);
- j) Participate and cooperate with organizations concerned with the safety and welfare of University students, neighborhoods, and community members and undertake programs that contribute to the University and local community including, but not limited to, majority chapter participation in the Disaster Preparedness Program;

- k) Be subject to the jurisdiction of the appropriate Judicial Committee, if applicable, and fully cooperate in and comply with this committee's investigation and resolution of complaints or allegations of violation of laws, policies, regulations, and/or rules. Failure to comply with an investigation and/or resolution by the appropriate Judicial Committee may result in the referral of the case to the University's conduct process. Disciplinary action may also be imposed by the University on a recognized and sponsored or affiliated fraternity or sorority chapter and/or individual chapter members, in accordance with the process defined in the [Berkeley Campus Code of Student Conduct](#);
- l) Develop and maintain an internal judicial process that guarantees due process and fairness in the application of chapter and inter/national organization, where applicable, rules, policies, and procedures;
- m) Comply with all requirements for leaders of recognized and sponsored or affiliated student organizations to meet with University staff, when required;
- n) Have at least one local Chapter Advisor (alumna/alumnus/volunteer), whose name, telephone number(s), and email address is on file in the LEAD Center and at inter/national headquarters, if applicable;
- o) Recruit, select, and accept new members and protect all current members in accordance with all aspects of the following [Nondiscrimination Notice](#):
- The University of California, in accordance with applicable federal and state law and University policy, prohibits discrimination, including harassment, on the basis of race, color, national origin, religion, physical and mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). This nondiscrimination policy covers admission, access, and treatment in University programs and activities.*
- p) Provide a detailed copy of the chapter's new member education and/or intake program to the LEAD Center before the recruitment of potential new members and to each new member at the onset of the new member program. Written programs must include all dates, activity beginning and ending times, locations, and descriptions of each activity. This includes initiation date, time, and location (where applicable);
- q) Agree to abide by the following [Statement on Hazing](#):
- As the officer responsible for overseeing all of the activities of current and new members of my chapter, alumni, and guests, and on behalf of all members of my chapter (current undergraduate members, non-initiated (new) members, and alumni), and guests, I understand, acknowledge, and accept that any violation of University policies and/or procedures, and/or California Codes, Statutes, Policies, and/or Procedures referring to hazing by my chapter will result in referral of the matter of the alleged violation(s) to the University's conduct process and/or the California judicial system. I also understand, acknowledge, and accept that engaging in or conspiring to engage in any hazing activity as defined by University policies and/or procedures, and/or California Codes, Statutes, Policies, and/or Procedures, will result in referral of the matter of such misconduct to the University's conduct process and/or the California judicial system. In addition, I understand, acknowledge, and accept that having knowledge of hazing, without taking action to stop or prevent such an action from occurring may be synonymous with conspiring to haze. Such action may constitute a violation of University policies and/or procedures, and/or California*

Codes, Statutes, Policies, and/or Procedures and may result in the imposition of disciplinary, criminal, and/or civil sanctions up to and including felony charges.

- r) Maintain an atmosphere conducive to serious academic endeavor and integrity, and limit the conduct of
 - i) Off-site chapter social events to Thursday, Friday, and Saturday evenings beginning no earlier than 5 P.M. and concluding no later than Sunday by 6:00 P.M.
 - ii) On-site (for housed chapters) social events to weekends, beginning Friday evening no earlier than 5 P.M. and concluding Sunday by 6:00 P.M.;
- s) Maintain a safe and healthy living environment in its facility, if any, including, but not limited to, adequate refuse collection and disposal, and satisfaction of and compliance with all building and safety codes as required by local fire, health, and governmental agencies; and

The University may periodically request and require that chapters provide information and/or take action to ensure that the requirements for sponsorship or affiliation continue to be met. However, the University assumes no responsibility and/or liability for enforcing compliance with laws, regulations, policies, or procedures, which is the sole responsibility of each chapter.

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3) Procedures, Sanctions and Penalties for Noncompliance

Disciplinary action may be imposed by the University on a recognized and sponsored or affiliated fraternity or sorority chapter and/or individual chapter members, in accordance with the process defined in the [Berkeley Campus Code of Student Conduct](#). If the University determines that a recognized and sponsored or affiliated fraternity or sorority chapter and/or its individual members, alumni, guests, tenants/boarders (where applicable), and/or others has failed to meet or has violated one or more of the applicable rules, regulations, policies, and/or procedures set forth in these guidelines, *the Greek Social Code, Berkeley Campus Regulations, Policies Applying to Campus Activities, Organizations and Students*, and/or the *Berkeley Campus Code of Student Conduct* (which includes compliance with all federal, state, and local laws and ordinances), the chapter and/or its individual members may be subject to sanctions and/or penalties in accordance with the *Berkeley Campus Code of Student Conduct*, which may include but not be limited to revocation of chapter sponsorship or affiliation by the University.

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The REQUIREMENTS FOR SPONSORSHIP OR AFFILIATION OF FRATERNITIES AND SORORITIES BY THE UNIVERSITY OF CALIFORNIA, BERKELEY document shall apply year-round, with no regard for academic calendar, breaks, or whether any formal organization meetings occur, both on and off campus, and supersedes the authority of other documents governing the fraternities and sororities at the University of California, Berkeley, including, but not limited to, the *Greek Social Code*, council specific constitutions and bylaws, and any other chapter, council, and/or inter/national policies, procedures, rules, and/or regulations. This is a voluntary agreement and chapters/officers are free to not enter into agreement.

Initial



**SPONSORSHIP OR AFFILIATION
OF FRATERNITIES AND SORORITIES
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Having thoroughly read and being in full understanding, agreement, and support of the attached
REQUIREMENTS FOR SPONSORSHIP OR AFFILIATION OF FRATERNITIES AND SORORITIES BY
THE UNIVERSITY OF CALIFORNIA, BERKELEY the chapter of

_____ voluntarily and willingly seeks official sponsorship or affiliation

(Name of fraternity/sorority)

from the University of California, Berkeley as affirmed by the signature below of the collegiate Chapter
President acting as the official agent of the chapter and representing all undergraduate chapter members. The
President shall ensure that all chapter members are informed of these requirements and the commitments
made by this Agreement. Both parties understand that sponsorship or affiliation, if granted, shall extend from
the date listed below until replaced by any subsequent Agreement or terminated with appropriate notice by
either party.

By: _____
Signature of Chapter President

By: _____
For and on behalf of the
LEAD Center

PRINT President's Name

Brandon Tsubaki
Associate Director, LEAD Center

Date: _____

Date: _____

Fall 2013